

City of Eudora Modified Public Meeting Procedure

The City of Eudora will hold its rescheduled City Commission meeting on Wednesday, May 27, 2020 beginning at 7:00 P.M. Due to the concerns of spread of COVID-19, the City Commission meeting will be held remotely. To meet the spirit and intent of the Kansas Open Meetings Act (KOMA), anyone can listen to the meeting live via a conference call. This access can be gained as follows:

Dial-in number (US): (701) 802-5407

Access code: 7548666#

If anyone wishes to make a public comment, they may do so by sending or e-mailing their comment to City Clerk Pam Schmeck by 5:00 P.M. on Monday, April 27, 2020. Public comments can also be mailed to the City Clerk at P.O. Box 650, Eudora, Kansas 66025 (please keep in mind delivery time; if they do not arrive by 5:00 P.M. Wednesday, May 27, 2020 they will not be read), submitted via the utility bill drop box on the east side of City Hall, or e-mailed to pschmeck@cityofeudoraks.gov . The public comments will be read by the City Clerk during the public comment portion of the meeting. All public comments must include the name and address of the person submitting the comment. Please remember that public comment is limited to 5 minutes per person.

Members of the City Commission, presenters, or staff will identify themselves when speaking so that everyone will know who is speaking at the time.

**EUDORA CITY COMMISSION
MEETING AGENDA
May 27, 2020
Eudora City Office
4 East 7th Street Eudora, Kansas
7:00 P.M.**

Mayor: Tim Reazin

Vice Mayor: Ruth Hughs

City Commissioners: Jolene Born, Roberta Lehmann & Tim Bruce

- I. CALL TO ORDER Roll Call Pledge of Allegiance**
- II. CHANGES OR ADDITIONS TO AGENDA – Approve agenda**
- III. CONSENT ITEMS:**
 - A. Consider minutes of May 11, 2020 Eudora City Commission meeting**
 - B. Consider minutes of May 21, 2020 Eudora City Commission special meeting**
 - C. Consider warrants against the City of Eudora**
 - D. Consider April Police Department report**
 - E. Consider 1st Quarter Treasurer’s report**
 - F. Consider 1st Quarter Eudora Chamber of Commerce report**

PUBLIC COMMENTS: Please state name and address prior to addressing the Governing Body.
Public comments are limited to 5 minutes per speaker.

- IV. BUSINESS ITEMS:**
 - A. Consider annual Convention & Visitors Bureau update**
 - B. Consider Ordinance 1109 authorizing the issuance of Industrial Revenue Bond for Eudora Assisted Living**
 - C. Consider request for proposals for Administration Services for CDBG-CV grant program**
 - D. Consider 2020 Pavement Management Program bids**
 - E. Consider continuation or termination of the suspension of the assessment of utility penalties/fees for non-payment**
- V. Mayor & City Commission comments**
- VI. City Manager & staff comments**
- VII. WORK SESSION:**
 - A. None**
- VIII. EXECUTIVE SESSION:**
 - A. Non-elected personnel**
- IX. Adjournment**

As a courtesy, please silence all cell phones while the City Commission meeting is in session.

Eudora City Commission Meeting
City Hall – 4 E. 7th Street
Eudora, Kansas
May 11, 2020
7:00 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughs participated remotely

Commissioner Jolene Born participated remotely

Commissioner Roberta Lehmann participated remotely

Commissioner Tim Bruce participated remotely

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

Mayor Reazin requested the Executive Session be removed from the agenda.

Mayor Reazin moved the City Commission approve the agenda with the noted change, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

Consent agenda items

A. Consider minutes of April 27, 2020 Eudora City Commission meeting

B. Consider warrants against the City of Eudora

C. Consider April Fire Department report

Mayor Reazin moved the City Commission approve the consent items, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Public comments

Public comments were invited and none were submitted.

Business Items

A. Consider rescheduling May 25, 2020 City Commission meeting to Wednesday, May 27, 2020

Mayor Reazin moved the City Commission reschedule the May 25, 2020 City Commission meeting to Wednesday, May 27, 2020, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

B. Consider sign permit application from Eudora School District

Manager Matite stated USD 491 submitted a sign permit application to display the pictures of the graduating seniors. Portable display signs are prohibited by Eudora City Code. Since the sign is prohibited, USD 491 staff requested permission from the Governing Body to be allowed to display the sign in Gene Heartland's Food parking lot. This location is different from the application information. Staff recommends USD 491 have formal permission from the property owner if the sign is not displayed on school property. There is no cost associated with the permit. The sign will be displayed from Thursday to Sunday.

Commissioner Hughs moved the City Commission approve issuing a sign permit for the proposed portable display sign with the following condition: If the location of the sign is not on property owned by USD 491, permission is obtained from the impacted property owner and the property owner's signature is placed on the permit application, motion seconded by Mayor Reazin, all ayes, motion carried, 5-0.

C. Consider 2019 Annual Report

Management Intern Jeff Rhodes participated remotely and presented the 2020 annual report. Rhodes was thanked by the Commission for the report.

D. Consider results and recommendation of the brush disposal service pilot program

Public Works Director Boyd explained the second pilot program was four months long beginning in December of last year. City staff members monitored traffic and logged the details of each visit during this time frame. Staff was only able to burn once, May 6th, and the cost of this burn was included in the daily cost totals. Boyd recommended extending the pilot program through the spring, summer and fall months to receive an accurate idea of what the community use will be. It was decided the brush facility would be open from 8:00 am to 12:00 pm on the first Saturday of the month through November except for July which was postponed until July 11th.

Mayor and City Commission Comments

Mayor Reazin informed the Commission the owner of Gambino's Pizza is going to rent an inflatable screen and host a movie night for the senior class.

Commissioner Bruce thanked the fire department, Chief Keiter and Manager Matite for the drive by birthday wishes.

Commissioner Hughs – No comment.

Commissioner Born – No comment.

Commissioner Lehmann – No comment.

City Manager and Staff Comments

City Manager Barack Matite commented on Wednesday the city and the chamber will host a webinar on CDBG funding that cities can apply for. The city will work with grant administrator Brett Waggoner to work with the city to apply for the funding. The city will work with small businesses in Eudora that might be interested in receiving grant funding. Businesses with five or fewer employees are eligible for up to \$25, 000. Businesses with between six and fifty employees are eligible for up to \$35,000.

Director of Public Works Branden Boyd attended the meeting remotely and commented Remco should be finishing up clearing Nottingham. The milling of the parking lot at Nottingham will begin on Friday depending on weather. The Winchester waterline construction currently is at West Elementary on Winchester Road. The contractors of last year's mill and overlay project will be returning for some punch list work next week.

Police Chief Wes Lovett did not attend meeting.

Fire Chief Ken Keiter did not attend meeting.

Parks & Recreation Director Sally Pennington joined the meeting remotely and asked for questions regarding the reopening of the Parks & Recreation Departments. EABSA has a tentative plan to start season in June but will make a final decision soon.

City Clerk Pam Schmeck asked for questions regarding the reopening plans for city hall. The biggest change is the limitation of the number of people allowed in the lobby.

Mayor Reazin moved to recess for Nottingham Project: Infrastructure Cost and Financing work session, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Work Session

A. Nottingham Project: Infrastructure Cost and Financing

Manager Matite stated the Nottingham Development Team has received estimates of the cost to improve Church Street. Staff has updated the budget and can now show what the overall cost of the project will be. Jack Ryan-Feldman of bakertilly outlined the two scenarios for the out-laying years. Don Comprise and Michael Comparato attended the meeting remotely. If the city needs to close the gap between the revenue and the debt staff can talk to Douglas County for an extra revenue source to capture that one percent. The addition of Church Street improvements added approximately \$2M to the project. The consensus of the Commission was to improve Church Street with Phase 1 of the Nottingham Project. The $\frac{3}{4}$ cent sales tax and the 4 mil fund may have to be used to close the gap. Staff will work to bring necessary documents to the Commission for approval.

Mayor Reazin brought the meeting to order at 8:25 pm.

Commissioner Bruce moved to adjourn, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

Meeting adjourned at 8:26 pm.

Tim Reazin, Mayor

Pam Schmeck, City Clerk

Eudora City Commission Meeting
City Hall – 4 E. 7th Street
Eudora, Kansas
May 21, 2020
6:00 pm

Call to Order

Mayor Tim Reazin

Vice Mayor Ruth Hughes participated remotely

Commissioner Jolene Born participated remotely

Commissioner Roberta Lehmann participated remotely

Commissioner Tim Bruce participated remotely

Quorum noted.

Pledge of Allegiance was recited.

Changes or additions to agenda

Mayor Reazin moved the City Commission approve the agenda, motion seconded by Commissioner Bruce, all ayes, motion carried, 5-0.

Consent agenda items

A. None

Public Hearing

A. City of Eudora's CDBG-CV Program Grant Application

City Manager Matite explained the State of Kansas received about \$9 million for the CDBG-CV Program. These funds are available for non-entitlement cities and counties on a first come first served basis until the funds are exhausted. A public hearing is part of the application process. Cities may receive up to \$300,000 to distribute to local small businesses that apply for funding.

Mayor Reazin opened public hearing.

No comments were submitted by the public.

Mayor Reazin closed the public hearing and brought the meeting to order.

Public comments

Public comments were invited and none were submitted.

Business Items

A. Consider executing certain documentation related to Community Development Block Grant (CDBG-CV) Plan

Matite explained the Commission must now approve and execute several documents which the city's grant administrator Brett Waggoner will submit along with the application. The RFP for administrative services has been posted and will expire on May 22 at noon. Staff plans to bring recommendations and a contract to the next City Commission meeting for approval.

Matite has discussed the program with the Chamber of Commerce and requested they work with the city to provide guidance in establishing criteria to aid in allocating the funds.

Matite also met with the Chamber Executive Board to discuss a committee made up of two City Commissioners, two Chamber members and two citizens to decide how to allocate the funds. The state should inform us in about two weeks if we received the grant.

- i. Resolution 2020-05 certifying legal authority and authorization to apply for the CDBG-CV from the Kansas Department of Commerce

Commissioner Hughs moved to approve Resolution 2020-05 certifying legal authority and authorization of the City of Eudora to apply for the CDBG-CV Economic Development Grant program from the Kansas Department of Commerce and authorizing Mayor Reazin to execute and submit such an application, motion seconded by Commissioner Born, all ayes, motion carried, 5-0.

- ii. Consider Statement of Assurances and Certifications

Commissioner Born moved that the Mayor execute the Statement of Assurances and Certifications relating to the activities involved in the application for the CDBG-CV Economic Development grant, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

- iii. Consider Applicant/Recipient Disclosure/Update Report

Commissioner Born moved that Mayor Reazin certify that the Residential Anti-displacement and Relocation Assistance Plan relating to the CDBG-CV Economic Development grant program is officially adopted and execute such document stating the same, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

- iv. Consider Residential Anti-displacement and Relocation Assistance Plan under Section 104(D) of the Housing and Community Development Act of 1974, as amended

Commissioner Born moved the Mayor certify the Applicant/Recipient Disclosure/Update Report which identifies parties with a financial interest in the CDBG-CV Economic Development grant program and execute such document stating the same, motion seconded by Commissioner Lehmann, all ayes, motion carried, 5-0.

The consensus of the Commission was Johnny Buck and Gary Klotz would be good candidates for the committee as citizens. Abram Chrislip was nominated an alternate, if needed. Matite will reach out to the citizens. Mayor Reazin and Commissioner Lehmann will be a part of the committee with Commissioner Born as an alternate.

Mayor and City Commission Comments

Mayor Reazin thanked the Police Department for participating in the parade for graduating seniors last Saturday. It was appreciated.

Commissioner Bruce – No comment.

Commissioner Hughs – No comment.

Commissioner Born – No comment.

Commissioner Lehmann – No comment.

City Manager and Staff Comments

City Manager Barack Matite thanked the Commissioners for their availability on such a short notice. Because the available money is first come first served it was important to schedule a special meeting as soon as possible. Matite appreciates the Governing Body and is sure the community does too.

Director of Public Works Branden Boyd did not attend meeting.

Police Chief Wes Lovett did not attend meeting.

Fire Chief Ken Keiter attended the meeting remotely.

Parks & Recreation Director Sally Pennington did not attend meeting.

City Clerk Pam Schmeck – No comment.

Commissioner Bruce moved to adjourn, motion seconded by Commissioner Hughs, all ayes, motion carried, 5-0.

Meeting adjourned at 6:23 pm.

Tim Reazin, Mayor

Pam Schmeck, City Clerk



City of Eudora Police Department

Report Date Range: 04/01/2020 to 04/30/2020

Dispatched Calls- Priority Level= 85

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Medicals	25	29.41%
Disturbances	13	15.29%
Suspicious Activity	9	10.59%
Adult/Child Welfare Checks	8	9.41%
		0.00%
		0.00%
Other	30	35.29%
TOTAL	85	100.00%

Dispatched Calls- Non-Priority= 105

INCIDENT TYPE	# INCIDENTS	% of TOTAL
Request Speak to Officer	38	36.19%
Parking Violations	19	18.10%
Animal Calls	18	17.14%
		0.00%
		0.00%
		0.00%
Other	30	28.57%
TOTAL	105	100.00%

Self-Initiated Calls/Stops= 30

TYPE	#
Traffic Stops	18
Traffic Citations	3
Criminal Citations	5
Arrests	2
Warrants Served	1
Attempted Warrants	1
DUI's	0
TOTAL	30

also counts as a traffic stop

also counts as a traffic stop

includes warrants served & DUI's

***Total officer interactions for the month of April= 220**

Investigations:

Detective Flick currently has 13 active cases: 3 burglaries, 6 sex crimes, 1 abuse case, 1 rape, 2 auto thefts. 24 cases are pending with the DA's office & court system. Detective Flick has closed 0 cases this month.

News & Events:

Other:

City of Eudora, KS - Treasurer's Quarterly Report
Period of January 1 to March 31, 2020

Fund Name	Cash Balance 01/01/2020	Receipts	Disbursements	Cash Balance	Liabilities and Encumbrances	Cash Balance 03/31/2020
General Fund	1,915,634.11	1,262,795.51	1,224,746.57	1,953,683.05	96,281.11	1,857,401.94
Bond and Interest Fund	109,805.89	145,837.82	64,456.96	191,186.75	-	191,186.75
Refuse Fund	344,555.73	135,791.79	214,213.50	266,134.02	39,110.50	227,023.52
Electric Fund	2,592,644.55	1,083,910.41	439,045.63	3,237,509.33	255,300.34	2,982,208.99
Water Fund	417,805.84	292,293.11	290,178.33	419,920.62	38,768.03	381,152.59
Water Impact Fund	50,440.00	3,500.00	-	53,940.00	-	53,940.00
Sewer Fund	594,071.46	293,756.01	245,715.11	642,112.36	15,686.43	626,425.93
Sewer Impact Fund	475,020.49	22,750.00	-	497,770.49	-	497,770.49
Storm Drainage Fund	89,809.07	34,186.49	-	123,995.56	-	123,995.56
Capital Improvements Fund	606,936.32	78,526.32	6,023.93	679,438.71	44,593.89	634,844.82
Special Highway Fund	289,423.32	165,692.19	43,696.05	411,419.46	4,822.50	406,596.96
Equipment Reserve Fund	116,213.69	-	42,465.12	73,748.57	-	73,748.57
Employee Benefit Fund	4,546.86	-	(248.88)	4,795.74	-	4,795.74
Park Impact Fund	65,832.04	3,014.08	-	68,846.12	-	68,846.12
Public Assistance Fund	307.50	63.00	-	370.50	-	370.50
Efficiency Kansas Loan Fund	435.10	89.25	-	524.35	-	524.35
Emergency Grant Fund	207.11	-	-	207.11	-	207.11
Clearing Fund	14,963.29	-	-	14,963.29	320.37	14,642.92
Grand Total	7,688,652.37	3,522,205.98	2,570,292.32	8,640,566.03	494,883.17	\$ 8,145,682.86
Outstanding Indebtedness	Total			Bank Accounts and Investments	Total	
G.O. Bond Series 2019-A	995,000.00			Kaw Valley State Bank Checking	6,572,995.44	
G.O. Bond Series 2016-A	1,110,000.00			Outstanding Warrants	(117,052.55)	
G.O. Bond Series 2013-A	1,625,000.00			Outstanding Deposits	72,006.11	
G.O. Bond Series 2013-B	1,485,000.00			Kaw Valley State Bank Cd's	1,319,725.15	
G.O. Bond Series 2012-A	1,970,000.00			Mutual Savings Cd's	188,008.71	
G.O. Bond Series 2010-A	190,000.00			Central Bank of Midwest Cd's	110,000.00	
KDHE Revolving Loan	1,447,874.66			Grand Total	\$ 8,145,682.86	
KDHE Water Supply Loan	601,309.00					
US Bankcorp	1,245,139.52					
John Deere Financial	25,068.12					
Grand Total	\$ 10,694,391.30					

I, Renee Davis, Eudora City Treasurer, do hereby certify the statement provided is true and correct at the time of publication in the Lawrence Journal World.
Published quarterly in accordance with KSA 12-1608 and 12-1609.



1st Quarter Report-2020

January, we hosted the Annual Chamber dinner at BlueJacket Crossing Vineyard. The event was catered by Chef Jack Low and his student with the Eudora De Soto Culinary Ed Tech Program. Twill Trade was recognized as 2019 Business of the Year. Twill took part in making the Bird's Nest a reality as well as volunteered time for enrichment activities at both EMS and EHS. Owner Elizabeth Knispel has 6 employees. Caleb Lewis was recognized as our 2019 Person of the Year. Shanda Hurla presented the award with many touching stories from community members that lives were directly impacted by Caleb going above and beyond serving his community.

February we jumped right back into our three monthly meetings. Zeb's Coffeehouse always offers a warm inviting atmosphere for our business owners. This month's lunch guest speaker was Monica Brede with the Kansas Department of Commerce. And we hosted our 1st after business hours mixer at D-dub's, a fun venue for our members.

In February we sponsored the 2020 Leadership Douglas County Class visit to Eudora. They held class at the Public Safety Building and after went to Charritos Plaza for networking.

March we were able to host coffee at Zeb's but all other meetings were canceled due to Covid-19. During this time, we were keeping our members up to date with programs that were available to assist businesses.

We've had nine new business join the chamber this quarter:

Autism Services of Kansas	Cornerstone Storage	D-dub's bar
Homestead of Eudora	Longlasting Lighting & Landscape	
Mae's Meals	NonNonsense Healthcare Ninja LLC	
Robinson Chiropractic	Strategy, LCC	

Financials:

1st Quarter Account beginning balance for Money Market: \$5,048.89

1st Quarter Account ending balance for Money Market: \$5,050.77

1st Quarter Account beginning balance for Business Checking: \$11,460.21

1st Quarter Account ending balance for Business Checking: \$10,532.63

1st Quarter Account beginning balance for Scholarship Fund: \$2,100.72

1st Quarter Account ending balance for Scholarship Fund: \$2,361.51



Agenda Statement

To: Mayor and City Commission
From: Pam Schmeck, City Clerk
Date: May 27, 2020
Re: 2020 Eudora Convention & Visitors Bureau Annual Report

Background

The Eudora Convention & Visitors Bureau (CVB) was formed in 2015 to inspire people from around the region to visit, stay, play, dine & shop in Eudora through event promotions, community marketing efforts and a robust social media presence. This organization has received an annual funding allocation from the City to pursue its purpose. The annual allocation is currently set at \$2,500 and has enabled the achievement of many goals during the past four years that the group has been in existence.

The CVB and City entered into an independent agreement at the beginning of 2020 and will begin delivering to the City Commission an annual report of the CVB's work and plans each spring. Today, CVB Co-Presidents, Elizabeth Knispel and Jenny Hellwig, will jointly deliver the annual report. The report they will present is included in the meeting packet.

Budget Impact - N/A

City Manager Approval - N/A

Recommended Commission Action

Suggested Motion: No motion required.

Convention and Visitors Bureau of Eudora, Kansas

Annual Report to the City Commission 2020

Over the last year, the CVB has worked very hard to promote the theme *live, work, play* in Eudora. We have created a new board structure to represent more members of the community and highlight departments to help us meet future goals.

The CVB Board members

Jenny Hellwig - Co-President

Elizabeth Knispel - Co-President

Kathy Weld - Vice President of Technology

Ami Bruce - Vice President of Communications

Jaqueline Long - Vice President of Events

Sue Howig - Treasurer

Brynn Rodger - Secretary

Sally Pennington - Parks & Rec Director & City Liaison

Laura Rosenberger - Community Member

Karen Boyer- Community Member

Board Structure: The new year brought changes to board structure and new individuals into new roles. The group voted to add additional leadership roles to help us achieve more from a volunteer board and talent pool. We added a co-president position, VP of Events, VP of Tech, VP of Communications. Created a new budget to help us achieve future goals and updated aged bi-laws.

Social Media: The CVB over the last year strived to create a stronger presence on social media. By creating the role of the Vice President of Communications we are hoping to grow each platform and create a hub for event information.

Technology: The board voted to add a Vice President of Technology. Our VP has repeated success in exploring new technology options to keep our group relevant in payment methods, platform check outs, website, and event calendar.

Events: Our partnership with Parks and Rec, Library, and Chamber of Commerce and local businesses made 2019 Trunk or Treat a huge success. Plans for our first fundraising event gala were cancelled to help stop the spread of COVID-19 on March 27th. Upcoming events like City wide Garage Sale weekend, Great Kaw Adventure Race, Trunk or Treat, and possible

involvement with Mayor's tree lighting are going to be determined based on recommendations from state, local governments, and health officials will determine how our events change in the coming months and possibly years.

Fundraising: The board is currently working on creating products and merchandise to create a "brand" for Eudora. The board will then be able to sell these items on our Eudora events website platform to assist in fundraising efforts. The sell of merchandise along with the fundraising gala should help support some of the funding for the group.

First Impressions Program: Partnering with the Eudora Chamber of Commerce and K-State Research and Extension, Marilin Bates has fully-executed the application for Eudora to be a part of this program. Once information is received back from the state office we will operate the next steps in the process.

Micro Grant: The CVB will continue the Micro Grant Program. The application has a theme with the questions; the theme is *live, work, play*. We have three levels of micro grants currently available: \$50, \$100, and \$150. The micro grant amount you qualify for is based on answering the questions on the application along with a review of your application by the voting members of the CVB.

Staff Comments: >>Sally Pennington



Agenda Statement

To: Mayor and City Commissioners

From: Barack Matite, City Manager

Date: Wednesday, May 27, 2020

Re: Consider Ordinance 1109

Background

At the February 12, 2018 City Commission meeting, the Governing Body approved Resolution 2018-03. This Resolution stated the City's intent to issue industrial revenue bonds (IRB) in the amount not to exceed \$11,000,000 to finance the cost of acquiring, construction and equipping a commercial facility for the benefit of the Eudora Assisted Living, LLC. With its approval, the development group led by Roger Johnson, Dustin Baker, and Jeremiah Johnson received a property tax abatement of 50% for 10 years and a project sales tax exemption on construction materials and personal property. When considering the tax abatement, a cost-benefit analysis (CBA) was completed. The CBA report is attached to this agenda statement for your reference.

Ordinance 1109

Following the approval of Resolution 2018-03, the development group proceeded with the acquisition and construction of the project. The next step of formally issuing the IRB would not be required until after the completion of the project. The project is now complete, and a grand opening is tentatively schedule in June. The development group is ready to proceed with the issuance of the IRB, as such, Ordinance 1109 must be considered and approved by the City Commission.

The Ordinance authorizes the City to issue taxable industrial revenue bonds in the amount not to exceed \$11,000,000, for the purpose of providing funds to pay the cost of acquiring, constructing and equipping a commercial project, including land, buildings, structures, improvements, fixtures, machinery and equipment; authorizing the issuer to enter into certain documents and actions in connection with the issuance of said bonds. The Ordinance is attached for your review.

The City's bond counsel, Kevin Wempe, will be at the meeting to answer any questions you may have regarding IRB financing or Ordinance 1109 and the associated documents.

Staff Recommendation

Staff recommends approving Ordinance 1109.

Budget Impact – As stated in previous meetings, all costs associated with this project, financing of the project, have been and will be incurred by the development group. The City has no financial liability.

City Manager Approval – N/A

Suggested motion: I move the City Commission approve Ordinance 1109, an Ordinance authorizing the City of Eudora, Kansas, to issue Taxable Industrial Revenue Bonds (Eudora Assisted Living, LLC project), Series 2020, in a principal amount not to exceed \$11,000,000, for the purpose of providing funds to pay the cost of acquiring, constructing and equipping a commercial project, including land, buildings, structures, improvements, fixtures, machinery and equipment; authorizing the issuer to enter into certain documents and actions in connection with the issuance of said bonds.

Draft: May 12, 2020

PERFORMANCE AGREEMENT

Dated as of June 1, 2020

BETWEEN THE

CITY OF EUDORA, KANSAS

AND

EUDORA ASSISTED LIVING, LLC

Prepared By:

**Gilmore & Bell, P.C.
Kansas City, Missouri**

PERFORMANCE AGREEMENT

THIS PERFORMANCE AGREEMENT, dated as of June 1, 2020 (the “**Agreement**”), between the **CITY OF EUDORA, KANSAS**, a municipal corporation organized and existing under the laws of the State of Kansas (the “**Issuer**”), and **EUDORA ASSISTED LIVING, LLC**, a Kansas limited liability company (the “**Company**”);

WITNESSETH:

WHEREAS, the Issuer is authorized by K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “**Act**”), to acquire, construct and improve certain facilities for commercial, industrial and manufacturing purposes, to enter into leases and lease-purchase agreements with any person, firm or corporation for said projects, and to issue revenue bonds for the purpose of paying the cost of any such facilities;

WHEREAS, pursuant to such authorization, the governing body of the Issuer has passed and approved an Ordinance authorizing the Issuer to issue its Taxable Industrial Revenue Bonds (Eudora Assisted Living, LLC Project), Series 2020, in the principal amount of not to exceed \$11,000,000 (the “**Bonds**”), for the purpose of acquiring, constructing and equipping an approximately 40,000 square foot commercial assisted living/memory care facility located at 2725 Church Street, Eudora, Kansas, including land, buildings, structures, improvements and fixtures, (the “**Project**”), which is more fully described in the Application for Issuance of Industrial Revenue Bonds submitted to the Issuer by the Company and attached hereto as **Exhibit A**), and authorizing the Issuer to enter into a Base Lease Agreement with the Company (the “**Base Lease**”) and lease the Project to the Company pursuant to a Lease Agreement (the “**Lease Agreement**”) to be entered into by and between the Issuer, as lessor, and the Company, as lessee, at the time the Bonds are issued;

WHEREAS, the Issuer is authorized and empowered under the Act and K.S.A. 79-201a, as amended (the “**Abatement Statute**”) to exempt from ad valorem taxation all or any portion of the Project financed with the proceeds of the Bonds, subject to the limitations set forth in the Abatement Statute and this Agreement; and

WHEREAS, pursuant to the foregoing, the Issuer desires to enter into this Agreement with the Company in consideration of the Company’s desire to acquire, construct, improve, install, furnish and equip the Project as more fully described in the hereinafter defined Application upon the terms and conditions hereinafter set forth and in the Lease Agreement;

NOW, THEREFORE, in consideration of the premises and the mutual representations, covenants and agreements herein contained, the Issuer and the Company hereby represent, covenant and agree as follows:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions of Words and Terms. The following words and terms as used herein shall have the following meanings:

“**Abatement Statute**” means K.S.A. 79-201a, as amended.

“Ad valorem taxes” or **“ad valorem taxation”** means all property taxes imposed on real or personal property (including fixtures) and eligible for exemption pursuant to the Abatement Statute.

“Agreement” means this Performance Agreement dated as of June 1, 2020, between the Issuer and the Company, as from time to time amended and supplemented in accordance with the provisions hereof.

“Applicable Percentage” means 50%, unless such percentage is increased pursuant to **Section 2.4** hereof.

“Application” means the Application for Issuance of Industrial Revenue Bonds filed with the Issuer by the Company in connection with the request for the issuance of the Bonds, a copy of which is attached hereto as **Exhibit A**.

“Board of Tax Appeals” means the State of Kansas Board of Tax Appeals.

“Bond Financed Portion of the Project” means that portion of the Project financed in whole from the proceeds of the Bonds as evidenced by the requisitions submitted by the Company to the bond trustee in accordance with **Section 2.8** hereof.

“Bonds” means the Issuer’s Taxable Industrial Revenue Bonds (Eudora Assisted Living, LLC Project), Series 2020, issued in the maximum aggregate principal amount of \$11,000,000.

“Company” means Eudora Assisted Living, LLC, a Kansas limited liability company and its successors and assigns.

“Event of Default” means any Event of Default as described in **Section 5.1** hereof.

“Exempt Period” means calendar years 2021 through 2030, inclusive.

“Exempt Property” means all Property that is exempt from taxation pursuant to K.S.A. 79-201(a) *Second* or *Twenty-Fourth* by reason that such property was constructed or purchased with the proceeds of the Bonds authorized by and in accordance with the Abatement Statute.

“Future Facility Additions” means any additions, improvements or renovations to or equipping of the Bond Financed Portion of the Project. As used herein, **“Future Facility Additions”** shall never include any future additions, improvements or renovations to or equipping of the Project that are exempt from ad valorem taxes.

“Issuer” means the City of Eudora, Kansas.

“Property” means all real and personal property subject to taxation pursuant to K.S.A. 79-101.

“Project” means acquiring, constructing, and equipping an approximately 40,000 square foot commercial assisted living/memory care facility, including land, buildings, structures, improvements, fixtures, machinery, equipment, all located within the municipal boundaries of the Issuer at 2725 Church Street, Eudora, Kansas.

“Project Costs” means all costs and expenses of every nature paid after February 12, 2018, from proceeds of the Bonds and relating to the acquisition, construction, improvement, installation, furnishing and equipping of the Project.

“Project Site” means all of the real property described in **Exhibit B** attached hereto and by this reference made a part hereof.

“Targeted Amount of Project Costs” means an amount equal to \$8,800,000.

“Tax Payment” means a payment-in-lieu of taxes in an amount equal to the amount set forth in **Section 2.3** hereof.

“Test Date” means June 1, 2021

ARTICLE II

EXEMPTION; PAYMENTS IN LIEU OF TAX

Section 2.1. Exempt Property. During the Exempt Period, and so long as the Bonds are outstanding, the Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be and remain Exempt Property.

Section 2.2 Agreement to Make Tax Payments. The Company covenants and agrees that, for each calendar year during the Exempt Period that the Bond Financed Portion of the Project is Exempt Property, the Company will make a Tax Payment in lieu of ad valorem taxes to the Issuer (or, if the Issuer shall direct, to the County Treasurer).

Section 2.3. Amount of Tax Payment. Each **“Tax Payment”** shall be equal to the sum of the Applicable Percentage multiplied by the amount of the ad valorem taxes which would otherwise be due with respect to the Exempt Property if such Exempt Property were not exempt from ad valorem taxes. For each such calendar year, 50% of the Tax Payment with respect to such calendar year shall be due and payable on or before the date that the first installment of ad valorem taxes for real property are due (and in any event, not later than December 20th), and the balance of such Tax Payment with respect to such calendar year shall be due and payable on or before the date that the second installment of ad valorem taxes for real property are due (and in any event, not later than May 10th of the immediately succeeding calendar year).

Section 2.4. Adjustment of Applicable Percentage. The Issuer and the Company agree that the percentage of tax abatement as set forth in the definition of Applicable Percentage assumes the Company will acquire, construct, equip and maintain the Project and incur Project Costs in an amount not less than the Targeted Amount of Project Costs prior to the Test Date. In the event the Company shall fail to spend the Targeted Amount of Project Costs prior to the Test Date, the Applicable Percentage shall be increased (never reduced) and **“Applicable Percentage”** shall be defined as the product of (i) the Targeted Amount of Project Costs divided by the actual amount of Project Costs, multiplied by (ii) the Applicable Percentage. The revised definition of Applicable Percentage shall be effective for the calculation of the Tax Payment that is attributable to the calendar year immediately following the Test Date and for each calendar year thereafter.

Section 2.5. Term of Agreement. This Agreement shall become effective upon execution, and subject to earlier termination pursuant to the provisions of this Agreement (including particularly **Article V** hereof), shall terminate upon the later of (i) the expiration of the Exempt Period or (ii) the date of the final Tax Payment.

Section 2.6. No Abatement of Special Assessments. The Issuer and the Company hereby agree that the Abatement Statute and any tax abatement with respect to the Project shall not apply to special assessments. In the event special assessments are ever abated, the Company hereby agrees that 100% of

the amount of such abated special assessments shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant to **Section 2.2** hereof.

Section 2.7. Obligation of Issuer to Effect Tax Abatement. The Issuer agrees to use its best efforts to cause the Bond Financed Portion of the Project to be Exempt Property during the Exempt Period, and agrees to make all filings required by the Douglas Board of County Commissioners or the Board of Tax Appeals; provided, however, the Issuer shall not be liable for any failure of the Board of Tax Appeals to effect the exemption permitted by the Abatement Statute. The Issuer covenants that it will not knowingly take any action that the Issuer has knowledge may cause the Bond Financed Portion of the Project to no longer be Exempt Property. In the event the Bond Financed Portion of the Project is determined to no longer be Exempt Property, the Issuer shall, at the Company's request, cooperate with the Company in all reasonable ways to cause the Bond Financed Portion of the Project to be Exempt Property, including cooperating with the Company in any related litigation. The Company agrees to pay to the Issuer the costs that the Issuer incurs (including legal fees and expenses) in cooperating with the Company in the manner required by this Section.

Section 2.8. Compliance. Beginning on the January 15th following the issuance of the Bonds and continuing on each January 15th thereafter until the Project is completed, and at any other time upon the request of the Issuer, the Company shall provide the Issuer with (i) copies of the requisitions submitted by the Company to the bond trustee in accordance with the Lease Agreement for the preceding calendar year, (ii) a list containing a brief description and the amount of all costs of the Bond Financed Portion of the Project, and (iii) the total costs of the Project, all in such reasonable detail as the Issuer shall request.

Section 2.9. Value of the Project Not Determined By Bonds. The Issuer and the Company acknowledge that it is not the intent of the parties that the principal amount of the Bonds be used for the purpose of determining the appraised value of the Project or any portion thereof for tax purposes.

Section 2.10. Classification; Limitation on Company's Right To Protest. If the Project Site is not currently classified as commercial, the Company acknowledges that the county appraiser may reclassify the Project Site to commercial as a result of the issuance of the Bonds. During the term of this Agreement, the Company agrees that it will not, without the written consent of the Issuer, (i) seek to change the classification of all or any portion of the Project Site from commercial to another classification, or (ii) contest the reclassification of all or any portion of the Project Site to commercial.

Except as set forth in the preceding paragraph, nothing in this Agreement shall be construed to limit or in any way restrict the ability of the Company to utilize any provision of Kansas law to appeal, protest or otherwise contest any property tax valuation, assessment or similar action with respect to the Project Site or any portion thereof.

Section 2.11. Credits for Tax Payments; No Duplicate Tax Liability. Nothing in this Agreement shall be construed to require the Company to make duplicate tax payments. The Company shall receive as a credit against its obligations to pay the Issuer Tax Payments, the amount of any ad valorem taxes (other than special assessments and property taxes that the Issuer may not abate under Kansas law) paid by the Company to the County to the extent that the amounts paid to the County include any taxes due with respect to the Exempt Property.

Section 2.12. No Abatement on Appraised Value of Future Facility Additions. In the event any Future Facility Additions are determined to be Exempt Property as a result of the issuance of the Bonds, this Agreement or for any other reason, so long as this Agreement remains in effect, the Company hereby agrees that 100% of the amount of such abated ad valorem taxes attributable to the Future Facility Additions shall be paid to the Issuer at the times and in the manner that Tax Payments are paid to the Issuer pursuant

to **Section 2.2** hereof. This provision shall not be construed as restricting the Company from applying to the Issuer or to any other governmental entity for any future tax abatement in connection with the Future Facility Additions.

Section 2.13. Tax Abatement Order; Adjustment of Applicable Percentage. The Issuer and the Company acknowledge that, prior to the Bond Financed Portion of the Project being determined to be Exempt Property, an order from the Board of Tax Appeals must be obtained approving tax abatement on the Bond Financed Portion of the Project for the Exempt Period. In the event the Board of Tax Appeals issues an order stating that less than 100% of the Bond Financed Portion of the Project is Exempt Property, the parties agree that the Applicable Percentage shall be decreased by an amount necessary to result in the sum of the new Tax Payment plus the payment of ad valorem taxes by the Company with respect to the Bond Financed Portion of the Project is equal to the original Tax Payment. In the event the Board of Tax Appeals issues an order stating that none of the Bond Financed Portion of the Project is Exempt Property, then the Applicable Percentage shall be reduced to 0.

Notwithstanding the foregoing, if (i) the Bond Financed Portion of the Project is not determined to be Exempt Property, or (ii) the Board of Tax Appeals issues an order that less than 100% of the Bond Financed Portion of the Project is Exempt Property, and such determination or order is a result of the Company's failure to comply with the terms and provisions of this Agreement, the Issuer shall be under no obligation to decrease the Applicable Percentage as provided in this Section. Furthermore, notwithstanding anything to the contrary in this Agreement, in no event shall the Applicable Percentage be reduced below 0 and in no event shall the Issuer be under any obligation to make any payment to the Company as a result of the Board of Tax Appeals determining that less than 100% of the Bond Financed Portion of the Project is Exempt Property

Section 2.14. Projected Construction Schedule. The Company expects to commence and complete construction of the Project as in accordance with the schedule set forth on **Exhibit C**. Failure of the Company to actually commence or complete construction of the Project in accordance with the schedule set forth on **Exhibit C** shall not constitute a breach or default under this Agreement.

Section 2.15. Determination of Appraised Value and Assessments. The Company acknowledges that the county appraiser independently determines the appraised value of Property. The Company further acknowledges that the Issuer does not have input in or in any way control the determination of the appraised value of Property or the assessment of Property, and that the Issuer cannot and is not attempting to bind the county appraiser or any other governmental authority with respect to a determination of the appraised value of the Bond Financed Portion of the Project.

ARTICLE III

COVENANTS OF THE COMPANY

Section 3.1. Inspection. The Company agrees that the Issuer and its duly authorized agents shall have the right at reasonable times (during business hours), subject to at least 48 hours advance notice and to the Company's usual business proprietary, safety and security requirements, to enter upon the Project Site to examine and inspect the Project and the records of the Company which demonstrate compliance with this Agreement, including, but not limited to, inspections necessary to confirm compliance with **Section 3.2**.

Section 3.2. Compliance with Laws. The Project will comply in all material respects with all applicable building and zoning, health, environmental and safety ordinances and regulations and all other applicable laws, rules and regulations.

Section 3.3. Construction. The Project will be constructed, equipped and operated in a manner that is consistent with the description of the Project herein. In the event the Project is constructed in a manner that the Issuer determines, in its reasonable discretion, is materially inconsistent with the description of the Project herein, the Issuer reserves the right to declare an Event of Default in accordance with **Section 5.1** hereof.

Section 3.4. Employment Certification. Beginning on March 1, 2021, and on each March 1 thereafter and at any other time that the Issuer may request, for the term of this Agreement, the Company shall provide a written certification to the Issuer stating the total number of full-time employees employed at the Project (based upon the Company's actual knowledge of the full-time employees employed by the subtenants occupying the Project).

Section 3.5 Payment of Fees and Reimbursement or Payment of Costs.

(a) The Company agrees to pay to the Issuer the standard fees charged by the Issuer in connection with tax abatement projects and the issuance of industrial revenue bonds. These fees include, but are not limited to, an initial application fee, a service fee that is due at the time of issuance of the Bonds and an annual administrative fee. The Company acknowledges receipt of a fee schedule from the Issuer and acknowledges that the fee schedule may be adjusted or amended by the Issuer at any time.

(b) The Company agrees to promptly reimburse the Issuer, upon receipt by the Company of an invoice from the Issuer, for any amounts that the Issuer pays to any other party as a result of the Issuer pursuing, obtaining or maintaining the tax abatement granted to the Company pursuant to this Agreement. These costs shall include, but shall not be limited to, all fees and expenses for filings with the Board of Tax Appeals (including the application fee and annual administration fee), legal notice publication expenses, and the costs and expenses of the Issuer's legal counsel. The Company agrees that the Issuer may, in lieu of seeking reimbursement from the Company, forward any invoice received by the Issuer to the Company, which invoice is for a cost which the Issuer could seek reimbursement from the Company pursuant to this paragraph, and the Company agrees to promptly pay such invoice and to promptly provide the Issuer with evidence of such payment.

Section 3.6. Abatement of Property. The Abatement Statute provides that, with certain exceptions, any property constructed or purchased in part with the proceeds of revenue bonds issued under the authority of the Act is exempt from taxation for a period of up to ten years to the extent of the value of that portion of the property financed by the revenue bonds. The tax abatement commences in the year following the year in which the Bonds are issued.

Company understands that property will be exempt under the Abatement Statute only if such property is purchased with the proceeds of the Bonds. In order to be purchased with Bond proceeds, the trustee for the Bonds must receive a requisition request from the Company and must make a draw on the Bonds and use the money to either (a) pay, or (b) reimburse the Company for the payment of, the cost of the property.

The Abatement Statute also provides that if property purchased with proceeds of the Bonds is used in any retail enterprise identified under the NAICS sectors 44 and 45 ("**Prohibited NAICS**"), the property

will not be exempt from taxation, unless the property is a facility used exclusively to house the headquarters or back office operations of a prohibited retail enterprise.

The Abatement Statute further provides that property purchased with bond proceeds is not exempt from taxation if the property is (i) a swine production facility (as described in K.S.A. 12-1749b), (ii) property located in a redevelopment project area established under the authority of K.S.A. 12-1770 or (iii) a poultry or rabbit confinement facility (as described in K.S.A. 17-5903).

Company hereby represents that the NAICS code for the Project is not included within the list of Prohibited NAICS and agrees that during the term of the tax abatement, the property purchased with the proceeds of the Bonds will not be used in any of the Prohibited NAICS. Company understands that if any property purchased with the proceeds of the Bonds is used in a Prohibited NAICS, that property will not be subject to property tax abatement under Kansas law.

Company represents that the Project is not, and will not become, a swine production facility, a poultry or rabbit confinement facility or inventory, and that the Project is not located in a redevelopment project area.

ARTICLE IV

SALE AND ASSIGNMENT

The benefits granted by the Issuer to the Company pursuant to this Agreement shall belong solely to the Company and such benefits shall not be transferred (other than to an affiliate of the Company), assigned, pledged or in any other manner hypothecated without the express written consent of the Issuer; provided, nothing herein shall preclude the Company from assigning or pledging its interest in the Project so long as the Company continues to occupy the Project and otherwise remains responsible for its undertakings herein.

ARTICLE V

DEFAULT AND REMEDIES

Section 5.1. Events of Default. If any one or more of the following events shall occur and be continuing, it is hereby defined as and declared to be and to constitute an “Event of Default” hereunder:

- (a) the Company shall fail to perform any of its obligations hereunder;
- (b) the Company shall breach any covenant contained herein or any representation of the Company contained herein shall prove to be materially false or erroneous; or
- (c) the Company shall be in default under the Lease Agreement.

Section 5.2. Remedies on Default. Upon the occurrence of an Event of Default hereunder, the Company shall be given sixty (60) days (or such longer period as the Issuer and the Company may agree), following written notice by the Issuer to the Company of the occurrence of such Event of Default, to cure such Event of Default. If such Event of Default is not cured within such time, this Agreement may be terminated by written notice to the Company from the Issuer. Such termination shall be effective immediately following delivery of such written notice. Upon the termination of this Agreement, the

Company shall make a payment to the Issuer (or as the Issuer may otherwise direct) in an amount equal to the sum of (i) all due but unpaid Tax Payments attributed to prior calendar years, (ii) the pro rata total Tax Payments that would be due with respect to the current calendar year, (iii) the pro rata amount of any taxes that would be due for the remaining portion of the current calendar year assuming the Bond Financed Portion of the Project were not Exempt Property, and (iv) the amount of any costs and attorneys' fees incurred by the Issuer as a result of such Event of Default and in enforcing this Agreement.

Section 5.3. Payments on Defaulted Amounts. Any amounts due hereunder which are not paid when due shall bear interest at the interest rate imposed by Kansas law on overdue ad valorem taxes from the date such payment was first due. In addition, amounts payable hereunder in lieu of ad valorem taxes that are not paid when due shall be subject to the same penalties imposed by Kansas law on overdue ad valorem taxes.

ARTICLE VI

MISCELLANEOUS PROVISIONS

Section 6.1. Notice and Waiver of Company. The Issuer reserves the right to grant tax abatement for projects that are located adjacent to or in the proximity of the Project or for projects that are located elsewhere within the Issuer but are similar to the Project in amounts that are above or below the amounts set forth herein. The Company acknowledges and agrees that the Applicable Percentage, Tax Payment, the Exempt Period and the other terms of the tax abatement granted by the Issuer with respect to such other projects may be more favorable than the terms provided for in this Agreement. As a condition to the Issuer entering into this Agreement, the Company waives any claim it may have against the Issuer as a result of the Issuer granting tax abatement to other projects with terms that are more favorable than the terms provided for in this Agreement. Additionally, the Company agrees that it will not request that the Issuer modify this Agreement because the Issuer plans to grant or has granted tax abatement to another project or projects on terms that are more favorable than the terms provided for in this Agreement. Upon the occurrence of the Company's breach of its obligations set forth in this Section, the Issuer shall have the right to immediately terminate this Agreement and require that the Company pay to the Issuer the amounts specified in **clauses (i) through (iv) of Section 5.2.**

Section 6.2. Severability. If for any reason any provision of this Agreement shall be determined to be invalid or unenforceable, the validity and enforceability of the other provisions hereof shall not be affected thereby.

Section 6.3. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Kansas.

Section 6.4. Execution in Counterparts. This Agreement may be executed simultaneously in several counterparts, each of which shall be deemed to be an original and all of which shall constitute but one and the same instrument.

Section 6.5. Waiver. The Issuer and the Company acknowledge and agree that the amounts payable hereunder shall constitute payments due the Issuer under the Lease Agreement. The Company shall not be entitled to any extension of payment of such amounts as a result of a filing by or against the Company in any bankruptcy court.

Section 6.6. Notices. All notices, certificates or other communications required or desired to be given hereunder shall be in writing and shall be given to or filed with the Issuer, the Trustee, the Company

or the Owners of the Bonds if the same is given or filed in the manner and at the addresses specified in the Indenture.

Section 6.7. Further Assurances. The parties each agree to do, execute, acknowledge and deliver any and all other documents and instruments and to take all such further action as shall be reasonably necessary or reasonably required in order to fully carry out this Agreement and to fully consummate and effect the transactions contemplated hereby.

Section 6.8. Authority, etc. Each party to this Agreement represents and warrants to each other party as follows: (i) that such party has the requisite power and authority to enter into and perform this Agreement; (ii) that this Agreement has been duly authorized by all necessary action on the part of such party; (iii) that the execution and deliver and performance by each party of this Agreement will not conflict with or result in a violation of such party's organizational documents or any judgment, order or decree of any court or arbiter to which such party is bound; and (iv) that this Agreement constitutes the valid and binding obligation of such party, and is enforceable against such party in accordance with its terms, subject to applicable bankruptcy, insolvency, reorganization, creditor's rights and other similar laws.

Section 6.9. Electronic Storage and Transactions. The parties agree that the transactions described herein may be conducted and related documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files, and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such original documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

[Remainder of page intentionally blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the date first above written.

CITY OF EUDORA, KANSAS

(SEAL)

By: _____
Tim Reazin, Mayor

ATTEST:

By: _____
Pam Schmeck, City Clerk

EUDORA ASSISTED LIVING, LLC
a Kansas limited liability company

By: _____

EXHIBIT A

APPLICATION FOR THE ISSUANCE OF INDUSTRIAL REVENUE BONDS

EXHIBIT B

PROJECT SITE

Lot 1, Shadow Ridge 7th Plat, a subdivision in the City of Eudora, Douglas County, Kansas.

EXHIBIT C

ESTIMATED CONSTRUCTION SCHEDULE

<u>Event</u>	<u>Projected Date</u>
Substantial Completion of Construction	May 2020
Final Completion	[, 202_]

ORDINANCE 1109

AN ORDINANCE AUTHORIZING THE CITY OF EUDORA, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (EUDORA ASSISTED LIVING, LLC PROJECT), SERIES 2020, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

WHEREAS, the City of Eudora, Kansas (the “Issuer”), is authorized pursuant to the provisions of K.S.A. 12-1740 to 12-1749d, inclusive, as amended (the “Act”), to acquire, purchase, construct, install and equip certain commercial and industrial facilities, and to issue industrial revenue bonds for the purpose of paying the cost of such facilities, and to lease such facilities to private persons, firms or corporations; and

WHEREAS, the governing body of the Issuer has heretofore and does now find and determine that it is desirable in order to promote, stimulate and develop the general economic welfare and prosperity of the Issuer and the State of Kansas that the Issuer issue its Taxable Industrial Revenue Bonds (Eudora Assisted Living, LLC Project), Series 2020 (the “Bonds”), in a principal amount not to exceed \$11,000,000, for the purpose of acquiring, constructing and equipping a commercial project, consisting of an approximately 40,000 square foot assisted living/memory care facility for Eudora Assisted Living, LLC, a Kansas limited liability company (the “Company”), including land, buildings, structures, improvements, fixtures, machinery and equipment (the “Project”); and

WHEREAS, the Bonds will be issued under a Bond Trust Indenture dated as of the date set forth therein (the “Indenture”), by and between the Issuer and Security Bank of Kansas City, as Trustee (the “Trustee”); and

WHEREAS, the Company will lease the Project to the Issuer pursuant to the Base Lease Agreement dated as of the date set forth therein (the “Base Lease Agreement”) between the Company and the Issuer; and

WHEREAS, simultaneously with the execution and delivery of the Indenture, the Issuer will enter into a Lease Agreement dated as of the date set forth therein (the “Lease Agreement”), by and between the Issuer, as lessor, and the Company, as lessee, pursuant to which the Project will be acquired, constructed, furnished and equipped, and pursuant to which the Issuer will lease the Project to the Company, and the Company will agree to pay the rental payments due under the Lease Agreement sufficient to pay the principal of and premium, if any, and interest on, the Bonds; and

WHEREAS, the governing body of the Issuer further finds and determines that it is necessary and desirable in connection with the issuance of these bonds that the Issuer enter into certain agreements, and that the Issuer take certain other actions and approve the execution of certain other documents as herein provided;

NOW, THEREFORE, BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF EUDORA, KANSAS, AS FOLLOWS:

Section 1. Authorization for the Acquisition, Purchase, Construction, Installation and Equipping of the Project. The Issuer is hereby authorized to provide for the acquisition, purchase,

construction, installation, furnishing, and equipping of the Project, all in the manner and as more particularly described in the Indenture and the Lease hereinafter authorized.

Section 2. Authorization of and Security for the Bonds. The Issuer is hereby authorized to issue and sell the Bonds in a principal amount not to exceed \$11,000,000 (the “Bonds”), for the purpose of providing funds to pay the cost of acquiring, constructing and equipping the Project. The Bonds shall be issued and secured pursuant to the herein authorized Indenture and shall bear such date, shall mature at such time, shall be in such denominations, shall bear interest at such rates, shall be in such form, shall be subject to redemption and other terms and conditions, and shall be issued in such manner, subject to such provisions, covenants and agreements, as are set forth in the Indenture. The Bonds shall be payable solely out of the rents, revenues and receipts derived by the Issuer from the Project, and the Project and the net earnings derived by the Issuer from the Project shall be pledged and assigned to the Trustee as security for payment of the Bonds as provided in the Indenture.

Section 3. Authorization of Documents. The Issuer is hereby authorized to enter into the following documents, in substantially the forms presented to and reviewed by the governing body of the Issuer (copies of which documents, upon execution thereof, shall be filed in the office of the Clerk of the Issuer), with such changes therein as shall be approved by the officers of the Issuer executing such documents (the “Bond Documents”), such officers’ signatures thereon being conclusive evidence of their approval thereof:

- (a) Trust Indenture, between the Issuer and the Trustee;
- (b) Base Lease Agreement, between the Company and the Issuer.
- (c) Lease Agreement, between the Issuer and the Company;
- (d) Bond Purchase Agreement dated the date set forth therein, among the Issuer, the Company and the Company, as Purchaser; and
- (e) Performance Agreement, between the Issuer and the Company.

Section 4. Execution of Bond and Documents. The Mayor of the Issuer is hereby authorized and directed to execute the Bonds and to deliver the Bonds to the Trustee for authentication for and on behalf of and as the act and deed of the Issuer in the manner provided in the Indenture. The Mayor (or, in the Mayor’s absence, the acting Mayor) of the Issuer is hereby authorized and directed to execute the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance, for and on behalf of and as the act and deed of the Issuer. The Clerk of the Issuer is hereby authorized and directed to attest to and affix the seal of the Issuer to the Bonds, the Bond Documents and such other documents, certificates and instruments as may be necessary.

Section 5. Pledge of the Project and Net Lease Rentals. The Issuer hereby pledges the Project and the net rentals generated under the Lease Agreement to the payment of the Bonds in accordance with K.S.A. 12-1744. The lien created by the pledge will be discharged when all of the Bonds are paid or deemed to have been paid under the Indenture

Section 6. Further Authority. The Issuer shall, and the officers, employees and agents of the Issuer and the Issuer’s Bond Counsel, Gilmore & Bell, P.C. are hereby authorized and directed to, take such action, expend such funds and execute such other documents, certificates and instruments as may be necessary or desirable to carry out and comply with the intent of this Ordinance and to carry out, comply with and perform the duties of the Issuer with respect to the Bonds and the Bond Documents.

Section 7. Electronic Transactions. The issuance of the Bonds and the transactions related thereto and described herein may be conducted and documents may be stored by electronic means. All closing documents, certificates, and related instruments may be executed by electronic transmission. Copies, telecopies, facsimiles, electronic files and other reproductions of original executed documents (or documents executed by electronic transmission) shall be deemed to be authentic and valid counterparts of such documents for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

Section 8. Effective Date. This Ordinance shall take effect and be in force from and after its passage by the governing body, approval by the Mayor and publication of the Ordinance or a summary thereof in the official Issuer newspaper.

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PASSED by the governing body of the City of Eudora, Kansas on May 27, 2020 and **APPROVED AND SIGNED** by the Mayor.

[SEAL]

ATTEST:

Tim Reazin, Mayor

Pam Schmeck, Clerk

(Published in *The Lawrence Daily Journal-World* on _____, 2020)

SUMMARY OF ORDINANCE 1109

On May 27, 2020, the governing body of the City of Eudora, Kansas passed an ordinance entitled:

AN ORDINANCE AUTHORIZING THE CITY OF EUDORA, KANSAS, TO ISSUE TAXABLE INDUSTRIAL REVENUE BONDS (EUDORA ASSISTED LIVING, LLC PROJECT), SERIES 2020, IN A PRINCIPAL AMOUNT NOT TO EXCEED \$11,000,000, FOR THE PURPOSE OF PROVIDING FUNDS TO PAY THE COST OF ACQUIRING, CONSTRUCTING AND EQUIPPING A COMMERCIAL PROJECT, INCLUDING LAND, BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES, MACHINERY AND EQUIPMENT; AUTHORIZING THE ISSUER TO ENTER INTO CERTAIN DOCUMENTS AND ACTIONS IN CONNECTION WITH THE ISSUANCE OF SAID BONDS.

The Bonds approved by the Ordinance are being issued in the maximum principal amount of \$11,000,000, for the purpose of acquiring, constructing and equipping a commercial project for Eudora Assisted Living, LLC, a Kansas limited liability company, and constitute limited obligations of the City payable solely from the sources and in the manner as provided in the Indenture, and shall be secured by a transfer, pledge and assignment of and a grant of a security interest in the Trust Estate (as defined in the Indenture) to the Trustee and in favor of the owners of the Series 2020 Bonds, as provided in the Indenture. In connection with the issuance of the Bonds, the Issuer approves a 10-year exemption from ad valorem property taxes for the Project, subject to certain payments in lieu of taxes. A complete text of the Ordinance may be obtained or viewed free of charge at the office of the City Clerk, 4 East 7th Street, Eudora, Kansas 66025. A reproduction of the Ordinance is available for not less than 7 days following the publication date of this Summary at www.cityofeudoraks.gov.

This Summary is hereby certified to be legally accurate and sufficient pursuant to the laws of the State of Kansas.

DATED: May 27, 2020.

City Attorney



Agenda Statement

To: Mayor and City Commissioners

From: Barack Matite, City Manager

Date: Wednesday, May 27, 2020

Re: Consider Recommendation for CDBG-CV Grant Administration Services

Background

To mitigate the impact of the COVID-19 pandemic, Congress passed the Coronavirus Aid, Relief, and Economic Security (CARES) Act.¹ Under the Act, the State of Kansas received about \$9 million dollars for CDBG-CV Program. Funds for this program will be available for non-entitlement Cities and Counties, and will be distributed on a first-come, first-served basis until all the funds are exhausted.

CDBG-CV Grant Program

Community Development Block Grant (CDBG) funds are an important tool that support various initiatives, programs, and projects in small communities. With the passage of the CARES Act, additional CDBG resources are being made available through the CDBG-CV program. The CDBG-CV program provides communities with economic development grant funding to help their local businesses retain jobs for low-to-moderate income employees.²

As with other CDBG grant programs, only “general purpose units of government” in the State of Kansas are eligible to apply for the CDBG-CV funding. The maximum amount that can be allocate to any city or county that applies for the grant is \$300,000. Cities and Counties will then determine how to allocate the funds awarded to them.

Staff worked diligently and submitted the City’s CDBG-CV grant application on Friday, May 22, 2020. We received a confirmation from Kansas Department of Commerce that our application had been accepted.

Grant Administration

If awarded the grant, the Kansas Department of Commerce requires a grant administrator be retained to administer the CDBG-CV grant. As such, the City sent a request for

¹ <https://www.congress.gov/116/bills/s3548/BILLS-116s3548is.pdf>

² <https://www.kansascommerce.gov/programs-services/community-development/community-development-block-grant-program/cdbg-cv/>

proposals (RFP) to a list of companies and organizations that offer CDBG-specific grant administration services. The deadline to respond was May 22, 2020 at noon.

The City received only two proposals: 1) Western Consultants d/b/a Governmental Assistance Services (GAS) and 2) Ranson Citycode Financial. Both proposals are attached for your review.

Staff Comments and Recommendation

Staff is familiar with both companies from current, and previous work they have done for the City. Staff reviewed the two proposals and recommend Governmental Assistance Services to provide the grant administration services for the City's CDBG-CV grant project.

GAS seems to be not only familiar with CDBG programs but also more familiar with the CDBG-CV program. Staff is also currently working with GAS on a CDBG grant under a different program and is familiar with the quality of their work. In addition, staff consulted extensively with GAS on the CDBG-CV grant program and worked with them to submit the CDBG-CV grant application. Because of what we have been able to do thus far, the administration of the grant, if awarded, would be relatively seamless.

Budget Impact – As stated in previous meetings, the grant administration fee is paid for using the CDBG-CV grant funds at an amount not to exceed \$15,000.

City Manager Approval – N/A

Suggested motion: I move the City Commission select Western Consultant, doing business as, Governmental Assistance Services, to be the City's grant administrator for the CDBG-CV Economic Development grant program and authorized the City Manager to execute the contract for grant administration services in the amount not to exceed \$15,000 to be paid using part of the CDBG-CV funds.

**PROPOSAL FOR ADMINISTRATION SERVICES
FOR THE CITY OF EUDORA, KANSAS
COMMUNITY DEVELOPMENT BLOCK GRANT - CV**

Please accept this as our formal proposal for Administration of your City's CV Community Development Block Grant through the Kansas Department of Commerce, if awarded.

Western Consultants DBA Governmental Assistance Services (GAS) will provide complete grant administration for your city's CDBG-CV, as set out under the guidelines of the Kansas Department of Commerce.

These services will include, but are not limited to:

- Preparation of all reports and paperwork to be submitted to all departments.
- Perform all necessary accounting procedures relating to the grant until the project is complete.
- Make sure the City and all Contractors adhere to all Affirmative Actions Rules and Regulations.
- Assure adherence to all Civil Rights rules and regulations.
- Prepare proper documentation for all procurement procedures.
- Review all payment requests and check against invoices.
- Process all payment requests promptly.
- Process all quarterly reports.
- Assure that Environmental Assessment Report is complete.
- Process Tax Exemption forms, if applicable.
- Handle all documentation relating to Release of Funds.
- Complete all paperwork as set out by Uniform Relocation Act and Real Property Acquisition Policies Act of 1970 regarding acquisition of real property.
- Prepare certificate indicating "No Significant Impact".
- Work closely with City Staff throughout entire project.

SCOPE OF SERVICES (Continued)

- Attend all Council meetings that are grant related upon Governing Body request..
- Report any major schedule changes to Governing Body.
- Assist City in any Public Hearings required throughout entire grant project.
- Work closely with the Kansas Department of Commerce and other State and Federal departments and furnish additional information they may request.
- Attend all Kansas Department of Commerce monitoring visits.
- Perform any additional grant-related duties as may be required by KDOC.
- Insure final inspection is complete.
- Apply for any time extensions, if necessary.
- Provide proper close-out of grant.

CHARGE FOR SERVICES

Western Consultants DBA GAS will provide complete administration of your grant for an amount of \$125.50 per hour not to exceed \$15,000.00.

Should the City decide to retain our firm, the exact method of payment will be outlined in our formal Contract for Services Rendered.

Thank you for your consideration.

Sincerely,

Brett Waggoner & D. Garrett Nordstrom
Owners

QUALIFICATIONS
FOR
GRANT PREPARATION/LMI SURVEYING & GRANT ADMINISTRATION

Western Consultants DBA Governmental Assistance Services (GAS) was established in 1986 for the sole purpose of providing professional expertise to local and county governments as well as other political subdivisions.

Western Consultants DBA GAS has a full-time field and office staff whose primary service is in the field of grant writing, low-to-moderate income surveying and grant administration. In this arena you will find our reputation and list of accomplishments second to none. Western Consultants DBA GAS employs three full time grant administrators: D. Garrett Nordstrom (B.S. in Political Science from Missouri-Western State University) Brett Waggoner (B.S. in Civil engineering from the University of Kansas) and Maria Elena Cuevas (B.A. in Communication Studies from the University of Kansas).

Preparation/Administration of a Community Development Block Grant, such as yours, not only requires the technical ability to get the project completed properly, but also makes it necessary for the Grant Administrator to have a good working relationship with the departments, agencies, and independent funding sources that either take part in the grant administration, grant writing, or matching fund regulations.

In the past 33 years Western Consultants DBA GAS has developed an excellent working relationship with the personnel of all of these entities.

Our extensive client list has included:

	TYPES OF PROJECTS	TOTAL PROJECT COSTS
City of Alma	Disaster, Parks (CDBG)	\$ 520,380
City of Alta Vista	Sewer (KDHE, CDBG)	1,167,485
County of Atchison	Firehouse-2 (CDBG)	269,360
City of Atchison	Housing (CDBG)	334,350
City of Auburn	Housing, Sewer, Storm Sewer, Kan Step Civic Building (CDBG, KDHE)	2,119,487
City of Axtell	Kan Step Fire & Emergency Services Building (CDBG)	299,800

City of Baldwin City	Housing, Sewer-4, Electrical, Water (KDHE, CDBG, Bonds)	7,913,050
City of Belvue	Sewer, Kan Step Firehouse (CDBG, KDHE)	788,539
City of Bern	Economic Development, Kan Step Community Building (CDBG)	6,485,045
County of Brown	Public Health Facility (CDBG, Bonds)	383,984
City of Burlingame	Water (CDBG, RD)	1,740,000
City of Carbondale	Water-4, Kan Step Community Building, Sewer-3, Library(CDBG, KDHE, Bonds)	9,540,401
City of Centralia	Housing, Water, Streets & Accessories Electrical (CDBG, RD)	3,400,000
City of Council Grove	Firehouse (CDBG)	576,008
City of Delia	Sewer (CDBG, KDHE)	464,300
City of Denison	Natural Gas-2, Urgent Need, Neighborhood Development (CDBG, KDHE, Bonds)	1,693,209
City of Emmett	Kan Step Water (CDBG)	232,161
City of Eskridge	Natural Gas-2, Urgent Need, Neighborhood Development (CDBG, RD)	4,138,100
County of Franklin	Centropolis Sewer, Mental Health (CDBG, RD, IRB)	2,398,275
City of Goff	Water, Kan Step Community Building (CDBG, RD)	841,308
City of Grandview Plaza	Community Building, Sewer (CDBG,KDHE)	1,440,000
County of Greenwood	Kan Step Water (CDBG)	704,984
City of Harveyville	Sewer, Water, Streets, Parks) (CDBG, KDHE, RD)	1,369,480
City of Havensville	Water (CDBG, RD)	658,731

City of Hiawatha	Housing-2, Sewer-5, Water, Economic Development, Sewer-2 (CDBG, KDHE)	15,850,000
City of Highland	Water, Sewer (CDBG, Bonds)	3, 220,755
City of Horton	Sewer, Water, Housing, Community Building (CDBG, RD)	800,000
County of Jefferson	Public Health Facility, Housing, Lake Shore (Water, Sewer) Lake Ridge (Sewer), Grantville Disaster For Levee (CDBG, RD, FEMA, EDA)	2,804,000
City of Lancaster	Sewer (CDBG, KDHE)	768,630
City of Lane	Water (CDBG, KDHE)	380,000
City of Lansing	Housing (CDBG)	310,000
City of Lecompton	Community Building, Housing, Sewer, Water (CDBG, KDHE)	2,620,800
City of Leona	Water (CDBG)	139,100
City of Lyndon	Water (CDBG, RD)	1,500,000
City of Maple Hill	Senior Citizens Center (CDBG)	287,000
County of Marshall	Sewer (CDBG, RD)	1,338,454
City of Mayetta	Water, Sewer (CDBG, KDHE)	1,161,000
City of McFarland	Kan Step Firehouse, Sewer (CDBG, KDHE)	993,318
City of McLouth	Natural Gas, Water (CDBG, Bonds)	1,600,000
City of Melvern	Kan Step Community Building, Streets (CDBG, Bonds)	1,311,208
City of Meriden	Sewer-2 (CDBG, RD)	2,831,978
County of Miami	Bucyrus (Sewer), Public Health Facility, Mental Health Facility, Economic Development-2 (CDBG, RD)	14,086,977

City of Morrill	Kan Step Firehouse/Comm. Bldg. (CDBG)	765,046
County of Morris	Water (CDBG, RD)	1,272,625
City of Muscotah	Sewer (CDBG, KDHE)	707,460
County of Nemaha	Kan Step Water (CDBG)	505,465
City of Nortonville	Senior Citizens Center, Sewer (CDBG, KDHE)	1,354,470
City of Olpe	Sewer (CDBG, KDHE)	967,303
City of Onaga	Economic Development, Sewer (CDBG, RD)	4,900,200
City of Osage City	Water-2 (CDBG, KDHE)	1,800,000
City of Osawatomie	Mental Health Facility, Water, Streets Urgent Need, Economic Development Sewer (CDBG, IRB, KDHE, RD)	8,946,947
City of Overbrook	Sewer (CDBG, KDHE)	600,000
City of Paxico	Sewer (CDBG, KDHE)	234,381
City of Pomona	Water, Housing (CDBG, RD)	1,928,000
City of Powhattan	Water, Fire Station (CDBG)	485,014
City of Robinson	Housing (CDBG)	258,000
City of Scranton	Sewer, Storm Shelter (CDBG, KDHE)	644,000
City of Soldier	Water (CDBG, RD)	591,700
City of Strong City	Water (CDBG, KDHE)	600,000
City of Tonganoxie	Sewer (CDBG, KDHE)	974,408
City of Troy	Water, Electrical, Historical Enhancement (CDBG, KDOT)	1,741,079
City of Wellsville	Sewer (CDBG, KDHE)	1,597,952

City of Westmoreland	Water, Kan Step Firehouse, Sewer (CDBG, RD, KDHE)	2,654,192
City of Wetmore	Water (CDBG)	303,913
City of White City	Sewer, Kan Step Firehouse, Water (CDBG, KDHE)	1,949,852
City of Whiting	Water (CDBG, RD)	131,400
City of Willis	Sewer (CDBG, RD)	435,338
City of Wilsey	Water (CDBG, RD)	1,065,300
City of Winchester	Water, Sewer, Neighborhood Development Library (CDBG, KDHE, Bonds)	2,002,000

Typically, companies responding to requests for qualifications, such as yours, tend to overstate their accomplishments. We would like to assure you that the above list details only 60% of our work product.

Our company has adequate personnel to write and administer your grant and is available to work on your project immediately.

Sincerely,

D. Garrett Nordstrom & Brett Waggoner
 Owners
 Western Consultants DBA Governmental Assistance Services

May 20, 2020

Mayor and Commissioners
ATTN: Pam Schmeck, City Clerk
4 E. 7th Street, P.O. Box 650
Eudora, KS 66025

RE: Administration Services Proposal
Proposed CDBG-CV Project

Dear Mayor and Commissioners:

Enclosed for your consideration is our proposal to serve the City of Eudora, Kansas (the "City") as its CDBG grant administrator for its proposed Covid Project. Following are a few highlights regarding our proposal:

1. Experienced Grant Administrators. Ranson Financial Group LLC has four employees with grant writing and administration experience. Libby Kleeman, Steve Saunders, and Rose Mary Saunders have all completed CDBG projects. Also, recently, joining our staff is Crystal Hinnen who has experience with 501c3 organizations. Our most experience grant writer and administrator, Rose Mary Saunders, has almost 40 years' experience with the CDBG and supervises grant staff. Rose Mary worked on over 145 projects in Kansas, Missouri and Oklahoma and has secured over \$48,000,000 for her clients. As far as project administration, there will be one lead administrator assigned to the City's project, and the rest of the grant department will service as support personnel.

Libby Kleeman, a member of Ranson's grant department, is a graduate of Bethel College with a Bachelor of Arts Degree in History and holds a master's degree in Public Administration from the University of Kansas. Libby has nearly 20 years of experience working with municipalities of all sizes across the State of Kansas.

Steve Saunders, a member of Ranson's grant department, is a graduate of Wichita State University with a Bachelor and master's degree in Biology and a master's degree in Professional Accountancy. Prior to joining the firm, he was the Chief Financial Officer for a home health organization for 25 years. His primary role is to provide support services for loan and grant document processing and public finance.

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Crystal Hinnen is the newest member to Ranson's Grant department, is a graduate of Southwestern College in Winfield and received her bachelor's degree in Business Quality Management, Human Resource Development and Not for Profit Management. Prior to joining the firm, she worked at a City Clerk and as a teacher. Her primary role is to provide support for loan and grants and assists with City Code support.

Rose Mary Saunders leads Ranson's grant department and supervises other grant writers/administrator as well as other Ranson support staff. Rose Mary is a graduate of Kansas State University with a dual Business of Science Degrees in Management and Administration. Her primary role at the firm is to complete application paperwork for the KDHE State Revolving Loan Fund (both water and sewer) as well as USDA Rural Development paperwork, CDBG paperwork which includes the writing of the grant application through final close out of the project and back up support service for bond work.

We also work with you on keeping your ordinances updates through City Code.

Enclosed is a copy of our Proposal which includes a list of the successful CDBG applications that we have been involved with.

2. Past Record of performance of the firm. Besides being experts in the field of grant writing and administration, Ranson has years of experience in the field of public finance and delivers a menu of diverse services that can be utilized by the City. In addition to grant writing and administration, these services include capital improvement programs ("CIP's"), budget preparation, utility rate reviews, writing and administering community development block grants ("CDBG"), KDHE and USDA loan administration, compliance with continuing disclosure requirements, structing investment programs, arbitrage rebate services, analyzing and implementing economic development alternatives, maintaining and updating municipal codes online, and developing and maintaining municipal websites to serve citizens and market municipalities to the world.

We strive to meet deadlines for the CDBG program with a significant degree of success. Most projects are completed within the 24-month time frame or shorter. Those that extend beyond the 24-month time frame are usually due to circumstances outside of everyone's control such as the weather.

3. Proximity. With our office location in Wichita, we are approximately one hour and half minutes away from City Hall. We do travel extensively throughout the State and would be available to attend your Council meetings on a regular or as needed basis including special meetings, if needed, in preparation of the application's submission to CDBG.

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4. Capability to Carry out Activities. With the staff that is available to work on your project, we feel we have the capability to complete all activities in a timely manner.

5. Proposed Fee. Our contract with the City will include all required provisions such as the Title VI of the Civil Rights Act of 1964 and all Federal and State Regulations governing the project.

Our fee for assisting with the writing and preparation of the grant application is a not-to-exceed fee of \$3,700. We feel it is only fair to our client to charge grant writing on actual time and expenses. The administration fee for the proposed project is \$15,000 based on applying for the full amount. If the City applies for less, we can reduce our fee accordingly. The cost of grant administration services will include the completion of all documents from the execution of the State contract through closeout.

6. References. The following communities are given as references for your use and to show the types of projects we are involved in:

1. City of Goessel, Kansas – David Schrag, Mayor or Jennifer Bliss, City Clerk, 105 S. Cedar, P.O. Box 347, Goessel, KS 67053 Telephone No. (620) 367-8111 Type of CDBG Project: Sanitary Sewer Improvements (2018).
2. City of Burden, Kansas – Duane Wingert Jr., Mayor or Julia Loving, City Clerk, 401 N. Main Street, P.O. Box 37, Burton, KS 67019 Telephone No. (620) 438-2360 Type of CDBG Project: Wastewater System Improvements (2018)
3. City of Marion, Kansas – Roger Holter, City Administrator, or Tiffany Jeffrey, City Clerk, 208 E. Santa Fe, Marion, KS 66861 Telephone No. (620) 382-3703. Types of CDBG Projects: Street Improvements (2008 and 2013), Water System Improvements (2010), Sewer System Improvements (2012), Sidewalks, Playground Equipment & Basketball & Tennis Court Rehabilitation, and construction of Racquetball Courts for East City Park (2015).
4. City of Norwich, Kansas – Jerry (Jake) Power, Mayor or Carol Poe, City Clerk, 226 S. Main Street, P.O. Box 100, Norwich, KS 67118 Telephone No. (620) 478-2280 Type of CDBG Project: Water Treatment Plant
5. City of Anthony, Kansas – Cyndra Kastens, City Administrator 124 S. Bluff, P.O. Box 504, Anthony, KS 67003 Telephone No. 620-842-5434 Type of CDBG Project: Fire Truck

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6. City of Augusta, Kansas – Josh Shaw, City Manager, or Erica Jones, City Clerk, 113 E. 6th Avenue, P. O. Box 489, Augusta, KS 67010 Telephone No. (316)775-4510. Type of CDBG Project: Phase I Sewer Rehabilitation for Basin A (2017).
7. City of Udall, Kansas -Stephen Brown, Mayor or Lulita Hopkins, City Clerk, 100 S. Main P.O. Box 410, Udall, KS 67146 Telephone No. (620) 782-3512. Types of CDBG Projects: Water System Improvements – Phase I (2008), KanStep Community Building (2011), Water System Improvements – Phase II (2014) and City Library/Wellness Center (2020).
8. City of Strong City, Kansas – Shari DeWitt, City Clerk, 204 W. Topeka Avenue, P.O. Box 208, Strong City, KS 66869 Telephone No. (620) 273-6110. Types of CDBG Projects: Water Line Replacement (2013), Sewer (Urgent Need 2018), and Sanitary Sewer Improvements (2019).
9. City of Maize, Kansas – Richard LaMunyon, City Administrator or Jocelyn Reid, City Clerk, 10100 Grady Avenue, P. O. Box 245, 67101, Maize, KS 67101 Telephone No. (316)722-7561 Type of CDBG project: Economic Development (2003)

Please feel free to contact any of the cities that are mentioned above or any of the applicants on the list regarding our relationship with the communities, our ability to complete the work and our relationships with State staff.

5. Interviews. If the City Commissioners wishes to meet with us, we would be willing to attend a meeting to answer any questions regarding our proposal. Please feel free to contact our office at (316) 264-3400 or my cell phone number is (316) 613-1774. Also, please feel free to contact me via my email address at rsaunders@ransonfinancial.com.

We look forward to working with you on this project and hope to hear from you soon.

Respectfully submitted,

Ranson Financial Group, L.L.C.
Rose Mary Saunders
Municipal Consultant

Enc.

CDBG FUNDED PROJECTS
as of 03-01-2020

*Note: Could not perform Administration at that time due the firm being the project engineer.

Applicant	Year	Type of Project	CDBG Funding Amount	Partnering Agency	D2D Survey	Wrote	Administered	Assisted*
Marion Co. Imp. Dist. #2	1986	Sanitary Collection System	\$300,000	Bonds		x		x
Cheney, KS	1987	Water System	\$300,000	Bonds		x		x
Florence, KS	1987	Wastewater Lagoon Imp	\$80,000	Bonds		x		x
Garden Plain, KS	1987	Water System	\$300,000	Bonds		x		x
Cardin, OK	1987	Sanitary Sewer System	\$128,800	USDA		x		x
Bluejacket, OK	1988	Sanitary Sewer System	\$125,000	USDA				x
Pawnee Rock, KS	1988	Water Storage & Wells Improvements	\$91,000	USDA		x		x
Burns, KS	1988	Water System Improvements	\$161,250	USDA		x		x
Gaylord, KS	1989	Water System Improvements	\$66,500	USDA				x
Oronogo, MO	1989	Water Extension	\$47,260	USDA		x		x
Peabody, KS	1990	Water Storage & Wells Improvements	\$300,000	USDA		x		x
Morland, KS	1990	Natural Gas System	\$223,000	Bonds				x
Winona, KS	1990	Natural Gas System	\$250,000	Bonds				x
St. George, KS	1991	Water System Improvements	\$35,500	Bonds		x		x
Bentley, KS	1991	Water System	\$300,000	Bonds		x		x
Brownell, KS	1991	Water System	\$62,715	Bonds		x	x	
Burden, KS	1991	Wastewater Lagoon Imp	\$150,000	KDHE		x		x
Peoria, OK	1991	Water System Improvements	\$62,500	USDA		x		x
Belpre, KS	1992	Water System Improvements	\$116,000	USDA		x		x
Florence, KS	1992	Water System Improvements	\$400,000	USDA		x		x
Leon, KS	1992	Wastewater Lagoon Imp	\$190,000	KDHE		x		x
Lenora, KS	1992	Wastewater Lagoon Imp	\$149,177	USDA				x
Milan, MO	1993	Natural Gas System	\$124,500	Bonds				x
Marion Co. Imp. Dist. #2	1993	Water Distribution System	\$400,000	Bonds		x		x
Hillsboro, KS	1993	Water Line Replacement	\$216,000	Bonds		x	x	
Cullison, KS	1993	Water Wells & Line Imp	\$120,000	Bonds		x	x	x
Oronogo, MO	1993	Sewer Collection System	\$497,000	USDA				x
Asbury, MO	1994	Sanitary Sewer System	\$318,000	USDA				x
Andale, KS	1994	Water System	\$397,500	Bonds		x	x	
Caldwell, KS	1994	Storm Drainage	\$400,000	Bonds		x		
Hillsboro, KS	1994	Storm Drainage	\$81,000	Bonds		x	x	
Stotts City, MO	1994	Sanitary Sewer System	\$340,000	USDA				x
Florence, KS	1995	Urgent Need-Flood	\$20,000	Cash		x		x
Sawyer, KS	1995	Water Line Replacement	\$183,000	USDA		x	x	
Tampa, KS	1995	Housing Rehabilitation	\$96,000	Cash		x		
Commerce, OK	1995	Sewer Collection System	\$330,000	USDA		x		x
Picher, OK	1995	Water System Improvements	\$350,000	USDA				x
Quapaw, OK	1996	Water System Improvements	\$350,000	USDA				x
Neck City, MO	1996	Water System Improvements	\$141,000	USDA		x	x	
Lancaster, MO	1996	Water System Improvements	\$406,000	USDA		x		
Flemington, MO	1996	Sanitary Sewer System	\$300,000	USDA		x		x
Sedgwick Co-Sunview I.D.	1996	Urgent Need-Sewer	\$75,000	Cash		x	x	
Peabody, KS	1996	Water System Improvements	\$400,000	USDA		x		x
Preston, KS	1996	Water System Improvements	\$177,000	KDHE		x		x
Cardin, OK	1997	Water System	\$320,000	USDA		x	x	
St. George, KS	1997	Water System Improvements	\$122,500	Bonds		x		x
Tampa, KS	1997	Senior Center	\$138,300	Cash		x	x	
Florence, KS	1999	Sewer Extension	\$268,000	Bonds		x		x
East Lynne, MO	1999	Streets	\$375,000	Cash		x	x	
Cullison, KS	2000	Water Tower	\$40,000	Bonds		x		x
Brookville, KS	2000	Sanitary Sewer System	\$400,000	USDA		x		x
Lost Springs, KS	2000	Sanitary Sewer System	\$170,000	USDA		x		x
Ramona, KS	2000	Streets	\$189,600	Bonds		x		x
Highlandville, MO	2000	Sewer System - Phase I	\$500,000	USDA		x		x
Humansville, MO	2000	Wastewater Lagoon Imp	\$500,000	USDA		x		x
Wentworth, MO	2000	Sanitary Sewer System	\$325,000	USDA		x		x
Beverly, KS	2000	Water System Replacement	\$135,000	KDHE		x		x
Dexter, KS	2001	Sewer Lines & New Lagoon	\$180,000	KDHE		x		x
Potwin, KS	2001	Community Center	\$338,750	Cash/Volunteer Labor		x	x	
Hillsboro, KS	2001	Housing Rehabilitation & Demolition	\$297,500	Cash		x	x	
Tampa, KS	2002	Demolition	\$96,200	Cash		x	x	
Humansville, MO	2003	Water System Improvements	\$500,000	USDA		x		x
Maize, KS	2003	Water System Improvements	\$270,000	KDHE			x	
Goodman, MO	2004	Water System Improvements	\$500,000	USDA		x		x
Peabody, KS	2004	Wastewater Lagoon Improvements	\$400,000	USDA		x		x
Caldwell, KS	2004	Wastewater Lagoon Improvements	\$400,000	KDHE		x		x
Coats, KS	2004	Wastewater Lagoon Improvements	\$44,300	Bonds				x
Beverly, KS	2004	Wastewater Lagoon Improvements	\$232,000	KDHE		x		x
Maize, KS	2004	Economic Development	\$740,000	Subgrantee Cash			x	
Quapaw, OK	2005	Sanitary Sewer System Improvements	\$250,000	USDA		x		

Brookville, KS	2005	Water System Replacement	\$400,000	USDA		x		x
Canton, KS	2005	Wastewater Lagoon Improvements	\$390,000	KDHE		x	x	
Hillsboro, KS	2005	Water Line Replacement	\$155,500	Bonds		x		x
Raymond, KS	2005	Wastewater Lagoon Improvements	\$60,000	USDA		x		x
St. George, KS	2005	Street/Storm Drainage	\$350,000	Bonds		x		x
Highlandville, MO	2005	Sanitary Sewer - Phase II	\$500,000	USDA		x		x
Sumner Co., KS (Peck)	2006	Sanitary Sewer System	\$348,000	USDA		x		
Geneseo, KS	2006	Wastewater Lagoon Improvements	\$336,650	USDA		x	x	
Bentley, KS	2006	KanStep-Senior Center	\$204,719	Cash/Volunteer Labor		x	x	
South Haven, KS	2007	Water System Improvements	\$400,000	USDA		x		
Canton, KS	2007	Community Center	\$200,000	Cash		x	x	
Partridge, KS	2007	Wastewater Lagoon Improvements	\$210,000	KDHE			x	
Reno County Fire Dist. No. 9	2007	KanStep - Fire Station	\$284,971	Cash/Volunteer Labor		x	x	
Caldwell, KS	2008	Community Facility-Library	\$110,000	USDA RDLG		x	x	
Marion, KS	2008	Street Improvements	\$400,000	Bonds		x	x	
Severy, KS	2008	Wastewater Plant Improvements	\$171,222	KDHE		x	x	
Udall, KS	2008	Water System Improvements-Phase I	\$400,000	KDHE		x	x	
Burton, KS	2009	Wastewater System Improvements	\$400,000	KDHE		x	x	
Luray, KS	2009	Electrical Dist. System Improvements	\$173,132	Bonds		x	x	
Riley, KS	2009	Water System Improvements	\$400,000	KDHE		x	x	
Tampa, KS	2009	Wastewater System Improvements	\$82,500	KDHE		x	x	
Pratt County, KS (Sawyer RFI)	2009	KanStep - Fire Station	\$299,971	Cash/Volunteer Labor		x	x	
Anthony, KS	2009	Urgent Need - Demolition	\$331,000	Cash		x	x	
Little River, KS	2010	Water System Improvements	\$499,779	KDHE		x	x	
Marion, KS	2010	Water System Improvements	\$102,703	KDHE		x	x	
Matfield Green, KS	2010	Water System Improvements	\$150,000	USDA		x	x	
Anthony, KS	2010	Wellness Center	\$400,000	Bonds		x	x	
Derby, KS	2010	Senior Center Expansion	\$92,000	Cash			x	
Riley, KS	2010	KanStep-City Library/Community Food I	\$299,932	Cash/Volunteer Labor		x	x	
Argonia, KS	2011	Wastewater System Improvements	\$500,000	KDHE		x	x	
Burton, KS	2011	Street Improvements	\$400,000	Bonds		x	x	
Caldwell, KS	2011	Community Building Improvements	\$400,000	USDA		x	x	
Udall, KS	2011	KanStep Community Building	\$300,000	Cash/Volunteer Labor		x	x	
Geneseo, KS	2011	Water System Improvements	\$496,000	KDHE		x	x	
Olsburg, KS	2011	Water System Improvements	\$310,436	USDA		x	x	
Anthony, KS	2011	Urgent Need - Fire Truck Repair	\$19,249	Cash	Assist		x	
Reading, KS	2011	Urgent Need - Treatment Plant	\$200,975	Cash		x	x	
Marion, KS	2012	Sewer System Improvements	\$180,000	KDHE		x	x	
Anthony, KS	2012	Fire Truck	\$161,250	Cash		x	x	
Hillsboro, KS	2012	Street Improvements	\$400,000	Bonds		x	x	
PWWSD #26	2013	Regional Water System	\$1,000,000	KDHE		x		
Argonia, KS	2013	Water System Improvements	\$500,000	KDHE		x	x	
Cottonwood Falls, KS	2013	Water System Improvements	\$500,000	KDHE		x		
Harper, KS	2013	Water Treatment Plant	\$500,000	KDHE		x		
Lincolnville, KS	2013	Sewer System Improvements	\$245,275	KDHE		x		
Windom, KS	2013	Water System Improvements	\$260,000	KDHE		x	x	x
Marion, KS	2013	Street Improvements	\$400,000	Bonds		x		
Strong City, KS	2013	Water System Improvements	\$500,000	KDHE		x		
Udall, KS	2014	Water System Improvements-Phase II	\$500,000	USDA		x		x
Council Grove, KS	2014	Downtown Commercial Rehabilitation	\$114,000	Subgrantee Cash		x	x	
Canton, KS	2015	Street Improvements	\$400,000	Sales Tax		x	x	
Medicine Lodge, KS	2015	Water System Improvements	\$500,000	USDA		x	x	
Atlanta, KS	2015	Storm Shelter; Playground; Sidewalks	\$301,400	Cash		x	x	
Marion, KS	2015	Sidewalks; Playground; Courts	\$221,940	Cash		x	x	
Olsburg, KS	2015	BB Court; Sidewalks	\$120,670	Cash		x	x	
Paxico, KS	2015	Sidewalks; Shelter House; Playground	\$181,980	Cash		x	x	
Argonia, KS	2016	Water System Improvements	\$500,000	KDHE		x	x	
Hoisington, KS	2016	Lagoon Improvements	\$500,000	KDHE		x		
Little River, KS	2016	Street Improvements	\$400,000	Cash		x	x	
Augusta, KS	2017	Sewer System Improvements-Ph I	\$500,000	KDHE		x	x	
Norwich, KS	2017	Water System Improvements	\$500,000	KDHE		x	x	
Kingman, KS	2017	Commerical Rehabilitation	\$250,000	Subgrantee Cash		x	x	
Atlanta, KS	2018	Water System Improvements	\$390,000	USDA		x	x	
Attica, KS	2018	Electrical System Improvements	\$341,512	Cash		x	x	
Burden, KS	2018	Wastewater System Improvements	\$307,100	KDHE		x	x	
Goessel, KS	2018	Wastewater System Improvements	\$600,000	USDA		x	x	
Strong City, KS	2018	Urgent Need-Sewer Line Replacement	\$198,390	KDHE		x	x	
Neodesha, KS	2019	Natural Gas System Improvements	\$600,000	USDA		x	x	
Strong City, KS	2019	Wastewater System Improvements	\$600,000	KDHE/USDA		x	x	
Caldwell, KS	2019	Neighborhood Center	\$892,121	Bonds		x	x	
Conway Springs, KS	2019	Neighborhood Center	\$961,000	Cash		x	x	
Moundridge, KS	2019	Neighborhood Center	\$1,000,000	Bonds		x	x	
Yates Center, KS	2019	Neighborhood Center	\$1,000,000	Lease/Cash		x	x	
Arlington, KS	2020	Wastewater System Improvements	\$600,000	KDHE		x	x	

Conway Springs, KS	2020	Wastewater System Improvements	\$600,000	KDHE		x	x	
Marion, KS	2020	Water System Improvements	\$600,000	KDHE		x	x	
Riley, KS	2020	Wastewater System Improvements	\$600,000	KDHE		x	x	
Rose Hill, KS	2020	Street Improvements	\$144,000	CO Bonds		x	x	
Udall, KS	2020	City Library/Wellness Center	\$494,360	USDA		x	x	
Williamsburg, KS	2020	Street Improvements	<u>\$421,230</u>	GO Bonds		x	x	
		TOTALS	\$48,057,819					

Agenda Statement

To: Mayor and City Commission
From: Branden Boyd, Public Works Director
Date: May 27th, 2020
Re: 2020 Pavement Management Program

Background:

In the April 27th, 2020 Commission meeting, staff presented the proposed 2020 Pavement Management Program as well as the potential funding sources. The proposed projects included in the program were as follows:

- Church Street, 8th & 9th Street Intersection Improvements (base bid)
- Section E Mill & Overlay (alternate)
- Intech Business Park Joint Repair (alternate)
- Section 5 Chip Seal Curb & Gutter Replacement (base bid)
- Pavement Marking (alternate – funded out of the General Fund - Streets 01-030-6802)

Although funding feasibility for projects was in question, it was staff's recommendation to bid all of the above-mentioned projects, (base bid and alternates), and then make a final determination as to which projects could be funded in 2020.

Staff Comments:

On May 6th, 2020, staff advertised the annual pavement management contract for the above-mentioned projects. Although not a part of the original presentation to the Commission on the 27th of April, the Pavement Markings alternate was added to the bid package in anticipation of receiving competitive numbers in conjunction with the other projects. The Pavement Markings alternate will be funded out of the General Fund – Streets line item.

On May 19th, 2020, the City received three bids as follows:

<u>Company</u>	<u>Total Bid Amount</u> (base bid + all 3 alternates)
G-B Construction, LLC	\$640,595.20
Kansas Heavy Construction	\$734,711.65
Sunflower Paving	\$779,066.60
City's Estimate	\$876,606.57

It is difficult to determine future construction costs due to the number of variables that can change, however staff has made every effort to ensure the estimates provided to the Commission, during budget deliberations, are reflective of actual future contractor bids. Staff has also implemented cost contingencies when planning for projects to cover unforeseen items and unknowns, such as sub-grade issues or utility conflicts.

Budget Impact:

As mentioned above, the Pavement Markings project will be funded from the General Fund – Streets line item. All other project funding is proposed as shown on the attached spreadsheet.

Recommended Commission Action:*Suggested Motions:*

1. I move the City Commission award G-B Construction, LLC the 2020 Pavement Management Program, which includes: Church Street, 8th & 9th Street Intersection Improvements, Section 5 Chip Seal – Curb & Gutter Replacement, Pavement Markings, Section E Mill & Overlay and Intech Business Park Joint Repair in an amount not to exceed \$640,595.20.
2. I move the projects be funded as proposed by staff.

Bid Date: May 19th, 2020 @ 10 a.m.

CITY OF EUDORA - 2020 PAVEMENT MANAGEMENT PROGRAM FINAL BID TAB

8th & Church Street Improvements (2020)					G-B CONSTRUCTION		KANSAS HEAVY CONSTRUCTION		SUNFLOWER PAVING, INC.	
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ITEM	DESCRIPTION	Total	UNIT	UNIT PRICE	Total						
Street Improvements											
1	Site Preparation /Mobilization	1	L.S.	\$ 15,000.00	\$ 15,000.00	\$ 26,750.00	\$ 26,750.00	\$ 16,000.00	\$ 16,000.00	\$ 24,000.00	\$ 24,000.00
2	Unclassified Excavation*	672	C.Y.	\$ 25.00	\$ 16,800.00	\$ 32.00	\$ 21,504.00	\$ 33.90	\$ 22,780.80	\$ 42.00	\$ 28,224.00
3	Compaction of Earthwork*	56	C.Y.	\$ 14.00	\$ 784.00	\$ 10.00	\$ 560.00	\$ 125.00	\$ 7,000.00	\$ 121.00	\$ 6,776.00
4	Remove Existing Sidewalk	357	S.Y.	\$ 16.50	\$ 5,890.50	\$ 13.00	\$ 4,641.00	\$ 9.75	\$ 3,480.75	\$ 16.00	\$ 5,712.00
5	Remove Existing Roadway Pavement	1759	S.Y.	\$ 15.00	\$ 26,385.00	\$ 10.70	\$ 18,821.30	\$ 9.75	\$ 17,150.25	\$ 12.00	\$ 21,108.00
6	Remove Existing Curb & Gutter	879	L.F.	\$ 10.00	\$ 8,790.00	\$ 5.25	\$ 4,614.75	\$ 5.50	\$ 4,834.50	\$ 5.00	\$ 4,395.00
7	Remove Ex. 15" Storm Sewer	146	L.F.	\$ 15.00	\$ 2,190.00	\$ 10.00	\$ 1,460.00	\$ 20.00	\$ 2,920.00	\$ 7.00	\$ 1,022.00
8	Remove Ex 2'x2' Curb Inlets	2	EA.	\$ 1,300.00	\$ 2,600.00	\$ 400.00	\$ 800.00	\$ 450.00	\$ 900.00	\$ 300.00	\$ 600.00
9	5' x 4" Concrete Sidewalk	210	S.Y.	\$ 45.00	\$ 9,450.00	\$ 52.40	\$ 11,004.00	\$ 45.00	\$ 9,450.00	\$ 56.00	\$ 11,760.00
10	Integral 5'x6" Concrete SW & Ret. Wall	114	S.Y.	\$ 300.00	\$ 34,200.00	\$ 222.75	\$ 25,393.50	\$ 340.00	\$ 38,760.00	\$ 270.00	\$ 30,780.00
11	2" Asphalt Surface	208	Tons	\$ 85.00	\$ 17,680.00	\$ 80.85	\$ 16,816.80	\$ 95.25	\$ 19,812.00	\$ 98.00	\$ 20,384.00
12	6" Asphalt Base	657	Tons	\$ 75.00	\$ 49,275.00	\$ 74.70	\$ 49,077.90	\$ 81.10	\$ 53,282.70	\$ 92.00	\$ 60,444.00
13	9" Flyash or Cement Treated Subgrade	2017	S.Y.	\$ 8.50	\$ 17,144.50	\$ 7.00	\$ 14,119.00	\$ 8.25	\$ 16,640.25	\$ 10.00	\$ 20,170.00
14	Type B Curb & Gutter	690	L.F.	\$ 25.00	\$ 17,250.00	\$ 25.95	\$ 17,905.50	\$ 35.00	\$ 24,150.00	\$ 38.00	\$ 26,220.00
15	24" White Line (Pavement Marking)	445	L.F.	\$ 18.00	\$ 8,010.00	\$ 14.20	\$ 6,319.00	\$ 14.85	\$ 6,608.25	\$ 17.00	\$ 7,565.00
16	ADA Access Ramps	17	EA.	\$ 2,500.00	\$ 42,500.00	\$ 1,085.00	\$ 18,445.00	\$ 1,100.00	\$ 18,700.00	\$ 1,325.00	\$ 22,525.00
17	Traffic Control	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 8,055.00	\$ 8,055.00	\$ 8,440.00	\$ 8,440.00	\$ 12,800.00	\$ 12,800.00
18	Construction Staking	1	L.S.	\$ 6,500.00	\$ 6,500.00	\$ 4,250.00	\$ 4,250.00	\$ 4,350.00	\$ 4,350.00	\$ 6,070.00	\$ 6,070.00
19	Seed, Fertilizer, & Mulch	1	L.S.	\$ 7,500.00	\$ 7,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,750.00	\$ 2,750.00	\$ 6,716.00	\$ 6,716.00
20	Install, Repair, & Maintain Erosion Control	1	L.S.	\$ 6,000.00	\$ 6,000.00	\$ 2,930.00	\$ 2,930.00	\$ 500.00	\$ 500.00	\$ 5,450.00	\$ 5,450.00

Waterline											
21	4" C900 DR-14 PVC Waterline	291	L.F.	\$ 35.00	\$ 10,185.00	\$ 40.00	\$ 11,640.00	\$ 76.00	\$ 22,116.00	\$ 44.00	\$ 12,804.00
22	4" MJ Gate Valve, Box & Cover	2	EA.	\$ 1,550.00	\$ 3,100.00	\$ 1,850.00	\$ 3,700.00	\$ 1,380.00	\$ 2,760.00	\$ 1,594.00	\$ 3,188.00
23	4" (45D) Bend & Block	8	EA.	\$ 650.00	\$ 5,200.00	\$ 500.00	\$ 4,000.00	\$ 600.00	\$ 4,800.00	\$ 765.00	\$ 6,120.00
24	4" Anchor Coupling	1	EA.	\$ 350.00	\$ 350.00	\$ 182.50	\$ 182.50	\$ 500.00	\$ 500.00	\$ 1,275.00	\$ 1,275.00
25	4" Cap & Block	4	EA.	\$ 350.00	\$ 1,400.00	\$ 400.00	\$ 1,600.00	\$ 500.00	\$ 2,000.00	\$ 828.00	\$ 3,312.00
26	Fire Hydrant Assembly	1	EA.	\$ 4,950.00	\$ 4,950.00	\$ 4,700.00	\$ 4,700.00	\$ 5,785.00	\$ 5,785.00	\$ 5,101.00	\$ 5,101.00
27	Remove Ex. Meter Pit and Cover	6	EA.	\$ 450.00	\$ 2,700.00	\$ 50.00	\$ 300.00	\$ 330.00	\$ 1,980.00	\$ 306.00	\$ 1,836.00
28	3/4" Service Line	6	EA.	\$ 1,750.00	\$ 10,500.00	\$ 1,020.00	\$ 6,120.00	\$ 2,600.00	\$ 15,600.00	\$ 1,708.00	\$ 10,248.00
29	Salvage Ex. FH	1	EA.	\$ 500.00	\$ 500.00	\$ 100.00	\$ 100.00	\$ 250.00	\$ 250.00	\$ 1,020.00	\$ 1,020.00
30	Connect to Ex. Waterline	4	EA.	\$ 2,500.00	\$ 10,000.00	\$ 500.00	\$ 2,000.00	\$ 1,250.00	\$ 5,000.00	\$ 1,339.00	\$ 5,356.00
31	Disinfection & Pressure Testing	1	L.S.	\$ 5,000.00	\$ 5,000.00	\$ 1,500.00	\$ 1,500.00	\$ 4,300.00	\$ 4,300.00	\$ 956.00	\$ 956.00
32	Flowable Fill	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 9,700.00	\$ 9,700.00	\$ 14,400.00	\$ 14,400.00	\$ 8,927.00	\$ 8,927.00

Bid Alternate											
33	Remove Existing Sidewalk	755	S.Y.	\$ 16.50	\$ 12,457.50	\$ 13.00	\$ 9,815.00	\$ 9.00	\$ 6,795.00	\$ 16.00	\$ 12,080.00
34	Remove Existing Driveway Pavement	112	S.Y.	\$ 16.50	\$ 1,848.00	\$ 13.25	\$ 1,484.00	\$ 9.00	\$ 1,008.00	\$ 12.00	\$ 1,344.00
35	Remove Existing Curb & Gutter	120	L.F.	\$ 10.00	\$ 1,200.00	\$ 35.40	\$ 4,248.00	\$ 9.00	\$ 1,080.00	\$ 5.00	\$ 600.00
36	5' x 4" Concrete Sidewalk	788	S.Y.	\$ 55.00	\$ 43,340.00	\$ 52.40	\$ 41,291.20	\$ 50.00	\$ 39,400.00	\$ 59.00	\$ 46,492.00
37	Integral 5'x6" Concrete SW & Ret. Wall	10	S.Y.	\$ 300.00	\$ 3,000.00	\$ 222.72	\$ 2,227.20	\$ 340.00	\$ 3,400.00	\$ 495.00	\$ 4,950.00
38	Reinforced Concrete Driveway Pavement**	113	S.Y.	\$ 65.00	\$ 7,345.00	\$ 71.50	\$ 8,079.50	\$ 68.00	\$ 7,684.00	\$ 66.00	\$ 7,458.00
39	24" White Line (Pavement Marking)	445	L.F.	\$ 18.00	\$ 8,010.00	\$ 14.20	\$ 6,319.00	\$ 14.85	\$ 6,608.25	\$ 17.00	\$ 7,565.00
40	ADA Access Ramps	7	EA.	\$ 2,500.00	\$ 17,500.00	\$ 1,085.00	\$ 7,595.00	\$ 1,100.00	\$ 7,700.00	\$ 1,325.00	\$ 9,275.00
41	Traffic Control	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 2,100.00	\$ 2,100.00	\$ 2,200.00	\$ 2,200.00	\$ 5,600.00	\$ 5,600.00
42	Construction Staking	1	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 1,000.00	\$ 1,000.00	\$ 750.00	\$ 750.00	\$ 4,745.00	\$ 4,745.00
43	Seed, Fertilizer, & Mulch	1	L.S.	\$ 3,500.00	\$ 3,500.00	\$ 2,000.00	\$ 2,000.00	\$ 2,750.00	\$ 2,750.00	\$ 5,700.00	\$ 5,700.00
44	Install, Repair, & Maintain Erosion Control	1	L.S.	\$ 3,300.00	\$ 3,300.00	\$ 2,500.00	\$ 2,500.00	\$ 500.00	\$ 500.00	\$ 1,600.00	\$ 1,600.00
TOTAL					\$ 468,334.50	\$ 389,668.15	\$ 437,875.75	\$ 490,273.00			

Section 5 Chip Seal - Curb & Gutter Replacement

No.	Description	Quantity	Unit	Unit Price	Total						
1	Replace Curb & Gutter	180	L.F.	\$ 43.00	\$ 7,740.00	\$ 45.85	\$ 8,253.00	\$ 55.00	\$ 9,900.00	\$ 59.00	\$ 10,620.00
2	Fix intersection @ 12th & Cherry	1	L.S.	\$ 2,500.00	\$ 2,500.00	\$ 1,175.00	\$ 1,175.00	\$ 4,400.00	\$ 4,400.00	\$ 2,190.00	\$ 2,190.00
3	Full Depth Patch (6")	185	SY	\$ 78.00	\$ 14,430.00		\$ -	\$ -	\$ -	\$ -	\$ -
3	Traffic Control	1	L.S.	\$ 3,000.00	\$ 3,000.00	\$ 850.00	\$ 850.00	\$ 1,540.00	\$ 1,540.00	\$ 2,600.00	\$ 2,600.00
CONSTRUCTION TOTAL:					\$ 27,670.00	\$ 10,278.00	\$ 15,840.00	\$ 15,410.00			

Pavement Markings

No.	Description	Quantity	Unit	Unit Price	Total						
1	Crosswalks	11	EA	\$ 650.00	\$ 7,150.00	\$ 1,145.00	\$ 12,595.00	\$ 1,095.00	\$ 12,045.00	\$ 1,270.00	\$ 13,970.00
CONSTRUCTION TOTAL:					\$ 7,150.00	\$ 12,595.00	\$ 12,045.00	\$ 13,970.00			

Section E Mill & Overlay

No.	Description	Quantity	Unit	Unit Price	Total						
1	2" Hot Mix Asphalt Overlay	9531	S.Y.	\$ 10.55	\$ 100,552.05	\$ 10.50	\$ 100,075.50	\$ 11.40	\$ 108,653.40	\$ 13.20	\$ 125,809.20
2	Full Depth Pach (6") (After 2" Mill)	123	S.Y.	\$ 80.00	\$ 9,840.00	\$ 85.75	\$ 10,547.25	\$ 165.00	\$ 20,295.00	\$ 68.00	\$ 8,364.00
3	Replace Curb & Gutter	450	L.F.	\$ 43.00	\$ 19,350.00	\$ 35.90	\$ 16,155.00	\$ 50.00	\$ 22,500.00	\$ 60.00	\$ 27,000.00
4	Replace ADA Ramp	3	EA.	\$ 2,500.00	\$ 7,500.00	\$ 1,360.00	\$ 4,080.00	\$ 1,100.00	\$ 3,300.00	\$ 1,700.00	\$ 5,100.00
5	Replace 4 ft. Sidewalk	150	L.F.	\$ 40.00	\$ 6,000.00	\$ 32.00	\$ 4,800.00	\$ 38.00	\$ 5,700.00	\$ 59.00	\$ 8,850.00
5	8" Concrete Approach	245	SY	\$ 85.00	\$ 20,825.00	\$ 97.30	\$ 23,838.50	\$ 105.00	\$ 25,725.00	\$ 63.00	\$ 15,435.00
6	Traffic Control	1	L.S.	\$ 4,500.00	\$ 4,500.00	\$ 1,260.00	\$ 1,260.00	\$ 1,320.00	\$ 1,320.00	\$ 3,174.00	\$ 3,174.00
CONSTRUCTION TOTAL:					\$ 168,567.05	\$ 160,756.25	\$ 187,493.40	\$ 193,732.20			

Estimate: BB 3/25/20

Intech Business Park Asphalt Joint Repair

No.	Description	Quantity	Unit	Unit Price	Total						
1	Full Depth Joint Repair 8"x4"x29'	258	SY	\$ 80.00	\$ 20,640.00	\$ 106.50	\$ 27,477.00	\$ 165.00	\$ 42,570.00	\$ 93.00	\$ 23,994.00
2	Cardinal Drive 2" Mill	3111	SY	\$ 20.00	\$ 62,220.00	\$ 12.80	\$ 39,820.80	\$ 12.50	\$ 38,887.50	\$ 13.40	\$ 41,687.40
CONSTRUCTION TOTAL:					\$ 82,860.00	\$ 67,297.80	\$ 81,457.50	\$ 65,681.40			
					\$ 754,581.55	\$ 640,595.20	\$ 734,711.65	\$ 779,066.60			

2020 Special Highway

	2020 Projected Revenue				
Beginning Fund Balance	284,600.82	284,600.82	284,600.82	284,600.82	
Revenue					
Motor Fuel Tax - State	150,000.00	150,000.00	150,000.00	150,000.00	
Motor Fuel Tax - County	9,500.00	9,500.00	9,500.00	9,500.00	
Federal Fund Exchange	115,401.47	115,401.47	115,401.47	115,401.47	
Mud Bond Fees	2,750.00	2,750.00	2,750.00	2,750.00	
Storm Drainage Fund	75,000.00	75,000.00	75,000.00	75,000.00	*proposed
CIP 4-Mill Fund	200,000.00	200,000.00	200,000.00	200,000.00	*proposed
3/4 Sales Tax Fund	50,000.00	50,000.00	50,000.00	50,000.00	*sidewalk annual allocation
Total Revenue	602,651.47	602,651.47	602,651.47	602,651.47	
Total Resources	887,252.29	887,252.29	887,252.29	887,252.29	
		G-B Construction LLC Bid 5/19/2020	Kansas Heavy Construction LLC Bid 5/19/2020	Sunflower Paving Inc Bid 5/19/2020	
Project Expenditures	2020 Project Estimates				
8th/9th & Church Design	8,128.75	8,128.75	8,128.75	8,128.75	*balance of 2019 project
Section D Mill & Overlay	26,251.00	26,251.00	26,251.00	26,251.00	*balance of 2019 project
Section 4 Curb & Gutter	2,926.45	2,926.45	2,926.45	2,926.45	*balance of 2019 project
Winchester Road (K-10 to 20th St.)	6,212.35	6,212.35	6,212.35	6,212.35	*balance of 2019 project
Pot Hole Repair (via milling)	32,821.00	32,821.00	32,821.00	32,821.00	*proposed
Chip Seal Section 5	33,812.88	33,812.88	33,812.88	33,812.88	*proposed
Curb & Gutter Section 5	31,820.50	10,278.00	15,840.00	15,410.00	*proposed
Mill & Overlay Section E (Wakarusa)	202,720.97	160,756.25	187,493.40	193,732.20	*alternate
8th/9th & Church Repairs	538,553.60	389,668.15	437,875.75	490,273.00	*proposed
Intech Park Joint Repair	95,289.00	67,297.80	81,457.50	65,681.40	*alternate
2020 Total Street Projects	978,536.50	738,152.63	832,819.08	875,249.03	
Ending Fund Balance	(91,284.21)	149,099.66	54,433.21	12,003.26	
Fund Surplus (+) Deficit (-)	(375,885.03)	(135,501.16)	(230,167.61)	(272,597.56)	
Beginning Fund Balance	284,600.82	284,600.82	284,600.82	284,600.82	
Ending Fund Balance	(91,284.21)	149,099.66	54,433.21	12,003.26	



Agenda Statement

To: Mayor and City Commission
From: Pam Schmeck, City Clerk
Eric Strimple, Utility Billing Specialist
Date: May 27, 2020
Re: Continuation or termination of the suspension of the assessment of utility fees

Background

On March 17, 2020, Governor Kelly issued an executive order requiring all utilities in Kansas to temporally suspend the disconnection of utility services. At the March 23rd City Commission, the Governing Body approved the suspension of the assessment of late utility payment fees and penalties for non-payment.

The graph below is a brief view of the lost revenue and numbers of accounts affected since the executive order went into effect.

Month	Customers Penalized	Lost Penalty fee Revenue	Customers subject to disconnection	Lost disconnection fee revenue
March	N/A	N/A	161	\$8050.00
April	423	\$17,442.22	193	\$9650.00
May	400	\$16,674.85	186	\$9300.00
Total lost revenue	\$61,117.07			

Reviewing the data above, staff has seen a monthly decrease in delinquent customers and an increase of customers subject to disconnections. Under normal circumstances, the City would see approximately 500 utility accounts penalized and only 20 to 30 accounts disconnected monthly.

Staff Comments/Recommendations

The Governor's Executive Order is currently set to expire on May 31, 2020. If the Executive Order is allowed to expire, staff is proposing to move forward with our next step to return to normal billing operations, that is, proceed with assessing the late penalties and fees for non-payment.

In our next steps, staff will not assess penalties or disconnection fees in the month of June because utility bills, with usage in May, will not be generated until June 25, 2020 and residents need time to established payment plans, if needed.

Once the bills are generated, customers needing to apply for a COVID-19 payment agreement will be able to do so using the City website. The City Utility Billing Department will begin assessing penalty fees on July 13, 2020 for any utility balance processed after the lifting of the suspension of the assessment of

late fees. On July 22, 2020, any resident that has not set up a COVID-19 payment agreement or has not paid the minimum due (regular utility bill, plus payment agreement monthly amount) will be subject to disconnection and assessed the disconnection fee of \$50.00.

Budget Impact – To date, the total amount of lost revenue due to the suspension of delinquent and reconnection fees for March, April and May is \$61,117.07. June estimated revenue losses are expected to be \$25,000 bringing the total revenue loss to about \$85,000.

City Manager Approval – N/A

Recommended Commission Action

Suggested motion: I move the City Commission discontinue the suspension of the assessment of utility billing delinquent fees and penalties for non-payment effective July 1st and return to normal billing procedures.